

Date: February 26, 2025 **Agenda Item:** 8.2

To: Board of Trustees

From: Shawna Warren, Superintendent

Originator(s): Sean Nicholson, Associate Superintendent, Corporate Services

Subject: **Joint Use and Planning Agreements Deadline Extension Order and Town of Morinville JUPA and City of St. Albert JUPA**

Background:

The Division received a letter on February 13, 2025, from the Minister of Education that included the Ministerial Order #009/2025 that extended the date until June 10, 2026, for the Board to enter into JUPA with a municipality.

The Division is currently working on Joint Use and Planning Agreements and the two agreements that are closest to completion are with the Town of Morinville and the City of St. Albert. These agreements have been attached for reference.

A status update on all agreements is below:

- The Town of Morinville
 - Close to completion
- City of St. Albert
 - Close to completion
- Sturgeon County
 - Agreement has been sent and a preliminary review done. Waiting to receive a response for review from the county.
- The Town of Redwater
 - Waiting on a response from the town
- The Town of Gibbons
 - Waiting on a response from the town
- The Town of Legal
 - Town is sending an agreement
- The Town of Bon Accord
 - A draft copy was sent and waiting for feedback.

Status & Relationship to Superintendent Leadership Quality Standard (SLQS):

This report aligns with the [SLQS](#) in the following way:

COMPETENCY: (6) School Authority Operations and Resources

INDICATORS: a. providing direction on fiscal and resource management in accordance with all statutory, regulatory and school authority requirements;

- e. establishing data-informed strategic planning and decision-making processes that are responsive to changing contexts; and
- f. respecting cultural diversity and appreciating differing perspectives expressed in the school community.

COMPETENCY:
INDICATORS:

- (7) Supporting Effective Governance
- d. ensuring that the board's plans, resource allocations, strategies and procedures lead to the achievement of its goals and priorities;
 - e. ensuring that the board's fiscal and resource management is in accordance with all statutory, regulatory and board requirements; and
 - l. facilitating ongoing public communication about the board's operations and the achievement of its goals and priorities.

Governance Implications:

[Education Act](#)

Joint use and planning agreements

53.1 (2) Where on the coming into force of this section a board is operating within the municipal boundaries of one or more municipalities, the board must, within 3 years after this section comes into force, or if the Minister extends that period under subsection (4), within the extended period, enter into an agreement under section 670.1 of the *Municipal Government Act* with each of the municipalities.

[Policy 225: Role of the Board](#)

As elected representatives of the community, the Board of Trustees is held accountable through the Education Act. The Board provides overall direction and leadership to the Division. The Board is a corporate entity and exercises its authority through a democratic process and always models a culture of respect and integrity.

Administration is prepared to respond to questions at the February 26, 2025, Public Board meeting.

Attachment(s):

1. Ministerial Order No. 009/2025 - Joint Use and Planning Agreements Deadline Extension Order
2. 2025 Morinville JUPA Agreement as of February 12, 2025
3. 2025 St. Albert JUPA Agreement as of February 10, 2025



ALBERTA

EDUCATION
Office of the Minister

GOVERNMENT OF ALBERTA
DEPARTMENT OF EDUCATION
MINISTERIAL ORDER (#009/2025)

Joint Use And Planning Agreements Deadline Extension Order

- 1 I, Demetrios Nicolaides, Minister of Education, pursuant to Section 53.1(4) of the *Education Act*, hereby make the following order:

The date by which a board must enter into a joint use and planning agreement with a municipality, as required by Section 53.1(2) of the *Education Act*, is extended to June 10, 2026.

- 2 This Order comes into force on signing.

DATED at _____, Alberta _____, 2025.

MINISTER OF EDUCATION

JOINT USE AND PLANNING AGREEMENT

THIS AGREEMENT MADE THIS ____ day of _____, 2025

BETWEEN:

THE TOWN OF MORINVILLE,

a municipal corporation, incorporated under the laws of the

Province of Alberta

(referred to as the “**Municipality**”)

-AND-

THE GREATER ST. ALBERT ROMAN CATHOLIC

SEPARATE SCHOOL DIVISION

a school division under the laws of the Province of Alberta

(referred to as “**The Greater St. Albert Roman Catholic Separate School Division**”)

-AND-

THE STURGEON PUBLIC SCHOOL DIVISION

a school division under the laws of the Province of Alberta

(referred to as “**The Sturgeon Public School Division**”)

WHEREAS:

- A. The *Municipal Government Act* and the *Education Act* require a municipality and any school boards operating within the boundaries of the municipality to enter into and maintain a joint use and planning agreement;
- B. The Municipality and the Boards agree that 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 Boards;

- C. It is the responsibility of each of the Boards to develop and deliver educational programs and to provide the necessary facilities and sites for these programs;
- D. It is the responsibility of the Municipality to plan, develop, operate and maintain park and recreational land, and facilities for recreational purposes, and to organize and administer public recreational programs;
- E. The *Municipal Government Act* allows the Municipality to obtain municipal reserve (MR), school reserve (SR) or municipal and school reserve (MSR) as lands within the Municipality are subdivided to meet the open space and site needs of the Municipality and Boards;
- F. The *Municipal Government Act* provides that a subdivision authority may require as a condition of subdivision approval that the owner of a parcel of land that is being subdivided provide Municipal Reserve land in an amount that may not exceed 10% of the parcel of land being subdivided less any land required to be provided as environmental reserve;
- G. The *Municipal Government Act* provides that where reserve land is required to be provided the subdivision authority must specify the amount, type and location of reserve land and allocate the reserve land between the Municipality and Boards either in accordance with an agreement between the Municipality and the Boards or, in the absence of an agreement, in accordance with the needs of the Municipality and Boards as those needs are determined by the subdivision authority;
- H. The Parties prefer to establish among themselves how their respective needs for and interests in reserve land will be determined, rather than each Party having to make submissions to the Municipality's subdivision authority at the time of each application for subdivision of land, in respect of dedication of reserve land to them;
- I. The Municipality and the Boards agree to enter into this Agreement in recognition of their mutual commitment to maximize the potential of the joint use of facilities, municipal reserve, school reserve, and municipal and school reserve lands in the Municipality of Morinville; and
- J. The Parties wish to create clarity, transparency, and consistency with respect to their agreed process for discussing, and where applicable implementing, methodologies for carrying out:
 - a) planning, development and use of School Sites on reserve land;
 - b) transfers of reserve land under the *Municipal Government Act*;
 - c) disposal of School Sites;

- d) servicing of School Sites; and
- e) the use of School Facilities and Municipal Facilities including matters related to maintenance, payment of fees and other liabilities associated with such facilities,

NOW THEREFORE IN CONSIDERATION of the mutual premises set out herein, the Parties agree as follows:

1) DEFINITIONS

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

- 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*, RSA 2000, c. A-43, and any regulations made thereunder as amended or replaced from time to time.
- c) "*Area Structure Plan*" means a statutory plan adopted by the Municipality as per Division 4 of Part 17 of the *Municipal Government Act* and includes area redevelopment plans, municipal development plans and any other statutory plans as defined in that legislation.
- d) "Boards" means The Greater St. Albert Roman Catholic Separate School Division and The Sturgeon Public School Division, collectively or individually as the context so requires.
- e) "*Calendar Day*" means any one of the seven (7) days in a week.
- f) "*CAO*" means the Chief Administrative Officer of the Municipality.
- g) "Community Use" means use by members of the general public and not a User Group.
- h) "*Conceptual Scheme*" means any conceptual scheme, outline plan, or other similar planning document adopted by the Municipality from time to time other than an Area Structure Plan.
- i) "*Council*" means the municipal council of the Municipality.
- j) "*Education Act*" means the *Education Act*, SA 2012, c. E-0.3, and any regulations made thereunder as amended or replaced from time to time.
- k) "*Effective Date*" means XXX, 2025.
- l) "*Facility Operational Guidelines*" means the guidelines for use of a facility as adopted by the Parties to efficiently operate the facilities from time to time or, in the absence of such guidelines having been adopted by the Parties, best practices for the operation of comparable facilities.
- m) "Facility Booking Office" means for the Municipality the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the Municipality.

- n) "Facilities Coordinator" means an administrative staff person employed or contracted by the Boards responsible for coordinating the booking of Joint Use Space provided by the applicable Board or their designate.
- o) "Force Majeure Event" means any event causing a *bona fide* delay in the performance of any obligations under this Agreement (other than as a result of financial incapacity) and not caused by an act, or omission, of either party, or a person not at arm's length with such party, resulting from:
 - i) an inability to obtain materials, goods, equipment, services, utilities or labour;
 - ii) any statute, law, bylaw, regulation, order in Council, or order of any competent authority other than one of the parties;
 - iii) an inability to procure any license, permit, permission, or authority necessary for the performance of such obligations, after every reasonable effort has been made to do so;
 - iv) a strike, lockout, slowdown, or other combined action of works; or
 - v) an act of God or the King's enemies.
- p) "*Freedom of Information and Protection of Privacy Act*" means the *Freedom of Information and Protection of Privacy Act*, RSA 2000 c. F-25 and any regulations made thereunder as amended or replaced from time to time.
- q) "General Manager, Community and Infrastructure Services" means an administration staff employed by the Municipality that is the general manager of the community services and infrastructure services departments.
- r) "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.
- s) "Maintenance" refers to the process of keeping something in good condition through regular checks, repairs, or updates. It involves actions taken to prevent breakdowns, ensure proper functioning, and extend the lifespan of an object, system, or structure.
- t) "Municipal and School Reserve" means the land designated as Municipal and School Reserve, as defined by the *Municipal Government Act*.
- u) "Municipality" means the municipal corporation of the Municipality of Morinville, its predecessor, or, where the context so requires, the area contained within the boundaries of the Municipality.
- v) "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".

- w) "*Municipal Government Act*" means the *Municipal Government Act*, RSA 2000, c-M-26, and any regulations made thereunder as amended or replaced from time to time.
- x) "Municipal Reserve" means the land designated as Municipal Reserve, as defined by the *Municipal Government Act*.
- y) "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.
- z) "Playfield" means a designated outdoor playing area designed for recreation or various sports and includes rectangular turf fields and ball diamonds.
- aa) "Province" means the Provincial Crown, or His Majesty in Right of Alberta, as represented by the appropriate minister, or, where the context so requires, the area contained within the Province.
- bb) "Reserve Land" means lands that are acquired as the dedication of Municipal Reserve, School Reserve, or Municipal and School Reserve, in accordance with the *Municipal Government Act*.
- cc) "School" means a building which is designed to accommodate students for instructional or educational purposes that is owned or controlled by a Board.
- dd) "School Building Site" means all lands to be used immediately or in the future for the erection or placement of a school building or buildings (including ancillary buildings) and their operation and administration, together with those lands required for parking areas, walkways, driveways, fire lanes and other means of access.
- ee) "School Facility" means a park, playground, playing field, building or part of a building owned, maintained and operated by a Board and includes those facilities identified in Schedules "B" and "C".
- ff) "School Reserve" means the land designated as School Reserve, as defined by the *Municipal Government Act*.
- gg) "School Site" means the School Building Site along with the Joint Use Space.
- hh) "Special Use" means any booking that does not fall under the regular use identified under this agreement.
 - 1.1.1.1. "Sport Academies" means a curriculum-based program provided by a Board offered during school hours focusing on human performance training to further develop students.
- ii) "Superintendent" means the chief executive officer of each of the Boards.

- jj) "User Group" means any school or community group that fits within the eligibility criteria set out in herein and which books the use of Joint Use Space in accordance with this Agreement.
- kk) "Operational Days" means a day established by the Division on the Approved Division Calendar, for the instruction of students for that year. Operational days include any day staff are required to be on-site delivering curriculum, preparing materials or collaborating with other staff.
- ll) "Non-Operational Days" means a day when the school is closed to both staff and students. These include all Statutory holidays as well as Spring, Summer, Fall and Christmas Breaks as listed on the Approved Division Calendar.

2) SCHEDULES

- a) The following is a list of schedules to this Agreement which are incorporated into and form part of this Agreement:

Schedule "A" – Municipal Facilities Available for Joint Use

Schedule "B" – The Greater St. Albert Roman Catholic Separate School Division School Facilities Available for Joint Use

Schedule "C" – The Sturgeon Public School Division School Facilities Available for Joint Use

Schedule "D" – Annual Bookings of Municipal Facilities by Schools

Schedule "E" – Boards' Facilities

Schedule "F" – Exception for Annual Outdoor Site Maintenance of Boards' Facilities

Schedule "G" – Bi-Annual Joint Use Meeting

Schedule "H" – Dispute Resolution Process for Joint Use

Schedule "I" – The Greater St. Albert Roman Catholic Separate School Division and The Sturgeon Public School Division Property Line Area Maps

Schedule "J" – Snow Removal and Grass Cutting School Site Maps of Board and Municipalities Shared Facilities

PART A – JOINT USE

3) OPERATING GUIDELINES FOR JOINT USE SPACE

- a) The Municipality will make the Municipal Facilities outlined in Schedule "A" available to the Boards for school use during the hours specified in Schedule "A" at those times when such facilities are not in use for regular community programs, revenue producing functions or planned maintenance. This shall include use of the Municipal Facilities by Sport Academies.

- b) Each of the Boards will make their respective School Facilities outlined in Schedules “B” or “C” available to the Municipality for community recreation and cultural activities during those hours specified in Schedules “B” and “C” at those times when such facilities are not in use for school activities, revenue producing functions or planned maintenance.
- c) The Parties shall not allow Joint Use Space to be used pursuant to this Agreement unless such use complies with the applicable Facility Operational Guidelines in effect from time to time.
- d) The Municipality 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.
- e) The Boards may, upon six (6) months’ written notice to the Municipality and the other Board, amend Schedule "B" or “C” as applicable to either add to or remove from the list of Joint Use Space provided by the Board all or any portion of a School Facility.
- f) Newly developed Joint Use Spaces shall be automatically added to the list of Joint Use Space in the applicable schedule, with availability hours as determined by the owner of the facility acting reasonably, one (1) full operational year after development is complete, unless the applicable Party gives six (6) months’ notice to remove such facility from the schedule in accordance with sections 3(d), (e) and (g) of this Agreement.
- g) 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 any of the Parties may share the written explanation with the public, at the discretion of the disclosing Party.
- h) Notwithstanding any other provision in this Agreement, the principal of a school or the manager of a Municipal Facility shall be able to determine if a particular use or User Group will be allowed to occur or use facilities in their school or facility.
- i) Appeals from a refusal by a principal or manager to allow a particular use within their school or facility may be made:
 - i) in the case of a refusal for use of a School Facility, to the Facilities Coordinator; and
 - ii) in the case of a refusal for use of a Municipal Facility, first to the Municipality’s Community Services Manager and thereafter to the General Manager, Community and Infrastructure.

- j) Notwithstanding any other provision in this Agreement, the Parties may remove from the list of Joint Use Space any facility or portion of a facility, either on a permanent or temporary basis, on notice to the other Parties if such facility or portion of a facility is needed by the Party to meet its responsibilities or to provide services or programs to its constituents.
- k) The regular repair and maintenance of any Joint Use Space and its operational cost is the complete responsibility of the owner of the facility with the exception of the maintenance of School and Municipal Facilities as outlined in Schedule “E” or as otherwise specified herein.

4) OTHER FACILITIES AND FIELDS

- a) Any facilities or equipment of any Party not identified under Schedules “A”, “B” or “C” of this Agreement may be made available for use by other parties on a case-by-case basis with a separate signed agreement.
- b) This Agreement does not apply to the Meadow Fields facility of The Greater St. Albert Roman Catholic Separate School Division. The separate agreement respecting such facility between the Municipality and that Board shall continue to apply unless and until the parties agree otherwise.

5) USER GROUP ELIGIBILITY

- a) To be eligible to use a Joint Use Space in a School Facility, a User Group must be:
 - i) A community youth group, community not for profit group, cultural and recreational organization, minor sports organization, or activities organized by community organizations or the Municipality’s Community Services Department;
 - ii) Engaged in activities that are recreational, cultural, or educational in nature; and
 - iii) Undertake, in writing, to have their members and participants uphold the Board’s rules and regulations and any rules imposed by the School.
- b) Boards are not included in this Agreement as User Groups when scheduling meeting space for the Boards at Municipal Facilities. Boards may still schedule meeting space at Municipal Facilities in accordance with the Municipality’s general booking requirements and will be charged fees as per the Municipality’s Fees and Charges Bylaw from time to time.
- c) A User Group may be barred from using Joint Use Space if:
 - i) The group has failed to pay fees related to the group’s prior use of any Joint Use Space;

- ii) The group has failed to provide the required insurance;
- iii) The group has failed to pay for damages which occurred as a result of the group's prior use of any Joint Use Space;
- iv) 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 barring Party, 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.

6) FACILITY AVAILABILITY

- a) Each Party will notify the others of any times and dates when their respective Joint Use Facilities will be unavailable for use pursuant to this Agreement by May 31 for the upcoming school year.
- b) The Boards will notify the Municipality of all booking of Municipal Facilities by May 31 for the upcoming school year, including the specified dates for those bookings identified in Schedule "D". The Parties will follow the Municipality's administrative booking procedures to assist with such bookings.
- c) The Boards' Joint Use Spaces will be available on the days and times specified in Schedules "B" and "C" unless such Joint Use Spaces are otherwise unavailable as set forth in this Agreement.
- d) The Boards' Joint Use Spaces may be made available outside of the times specified in Schedules "B" and "C" with the specific approval of the applicable Board.
- e) The Boards' use of Municipal Facilities pursuant to this Agreement may take place Monday through Friday between September and June inclusively during the times specified in Schedule "A" unless such Joint Use Spaces are otherwise unavailable as set forth in this Agreement.
- f) Municipal Facilities may be made available outside of the times specified above and in Schedule "A" with the specific approval of the Municipality.
- g) In the event of an emergency or unexpected circumstance or long-term closure, existing bookings of Joint Use Spaces may be cancelled or altered. In such events, the Parties will make reasonable efforts to accommodate the event in an alternate Joint Use Space.
- h) From time to time it is understood the Joint Use Spaces will be unavailable due to them becoming polling stations for elections.

7) BOOKING JOINT USE SPACE

- a) Booking school use of Municipal Facilities identified as Joint Use Space shall be made through the Municipality's Facility Booking Office.
- b) Booking the use of Joint Use Space within Schools by User Groups shall be made through the Municipality's Facility Booking Office.
- c) The Municipality shall require all User Groups to complete a rental request and then complete a rental agreement, in the form specified by the Municipality, to the Municipality's satisfaction.
- d) The Municipality shall provide viewer access to the calendar in the current booking software to the Boards for all municipal bookings of school Joint Use Spaces.
- e) The Municipality shall provide and pay for staffing associated with weekend Municipal use of School Facilities under this Agreement. Such staffing shall be sufficient to ensure that User Groups are adequately supervised to ensure safety and prevention of damage and are in compliance with this Agreement. The Boards shall supply the Municipality with keys/badges/FOBs and related security clearance for access of School Facilities for the purposes of this Agreement.
- f) If the Municipality provides access to School Facilities, the Municipality shall ensure such School Facilities are opened, closed and secured.
- g) For clarification, booking the use of Municipal Facilities pursuant to this Agreement is in addition to and separate and apart from, the provision of twelve (12) days of use per calendar year, that the Morinville Community and Cultural Centre can be booked by The Greater St. Albert Roman Catholic Separate School Division as per the "Land Exchange Agreement (2018)" and "Facility License Agreement (2018)", which agreements shall continue to apply, and are not amended or terminated by this Agreement.

8) CANCELLATION OF BOOKINGS

- a) Either Board may cancel the booking of that Board's Joint Use Space. The Board shall provide as much notice as possible to the Municipality. The Municipality shall notify the scheduled User Group of such cancellation.
- b) The Municipality shall include provisions for cancellation in the rental agreement with the User Group. The Municipality shall ensure that such rental agreement allows for cancellations by the Boards as contemplated in this Agreement.
- c) The Municipality may cancel the booking of the Municipality's Joint Use Space. The Municipality shall notify the scheduled User Group of such cancellation.

9) FEES FOR JOINT USE SPACE

- a) The Municipality may establish and collect fees from time to time pertaining to the use of Joint Use Spaces, which are in addition to any other amounts payable for damage or destruction of Joint Use Spaces. Such fees may include:
 - i) The use of any included specialized equipment;
 - ii) Set-up;
 - iii) The provision of all staff including specially trained or technical staff (ex. theatre technicians, fitness instructors), supervisory staff and hosts, necessary for the use of the Joint Use Space;
 - iv) Any additional custodial services related to the use of the Joint Use Space; and
 - v) Surcharges for use of the facility outside of the specified joint use hours.

1) EQUIPMENT

- b) No equipment, furnishings or other items are included for use by a User Group pursuant to this Agreement unless otherwise stated in Schedule "A", "B" or "C" or otherwise expressly agreed between the applicable Parties.

10) CUSTODIAL RESPONSIBILITY AND BUILDING/FACILITY MAINTENANCE RESPONSIBILITY

- a) The Boards shall be responsible for custodial services for any Joint Use Space they own. This includes designated entrances, hallways and other associated areas necessarily used to access such Joint Use Space.
- b) The Municipality shall be responsible for custodial services for any Joint Use Space it owns. This includes designated entrances, hallways and other associated areas necessarily used to access such Joint Use Space.
- c) All Parties shall ensure that Joint Use Spaces are maintained in a reasonable manner having regard to the nature of the facilities and their general intended use. If the Municipality schedules any User Groups which require any additional custodial services beyond such standard, the Municipality shall obtain the prior consent of the applicable Board and the Municipality shall be responsible for arranging such additional custodial services at the Municipality's expense.

11) DAMAGES TO JOINT USE SPACE

- a) The Parties agree that Joint Use Spaces shall be left in the same or better condition following use, subject only to reasonable wear and tear, and:
 - i) In the event that a User Group using a Board's Joint Use Space pursuant to this Agreement fails to leave the space in such condition, the Municipality shall restore the Joint Use Space to such condition, including any additional

custodial services and repairing any damage, or shall reimburse the applicable Board for the cost of such work, at the option of the Board; and

- ii) In the event that a school group using a Municipal Joint Use Space pursuant to this Agreement fails to leave the space in such condition, the applicable Board shall reimburse the Municipality for the cost of restoring the Joint Use Space to such condition, including any additional custodial services and repairing any damage.

1) INSURANCE AND INDEMNIFICATION

- b) Throughout the term of this Agreement, each Party shall carry:
 - i) Comprehensive general liability insurance on an occurrence form in an amount of not less than five million dollars (\$5,000,000.00), which shall include:
 - 1) Bodily injury property damage;
 - 2) Contingent employer's liability; and
 - 3) A term listing the other Parties as additional insureds, a severability of interests clause, a cross-liability clause, and an undertaking by the insurer to notify the other parties of any cancellation of the insurance;

All risk property insurance in an amount sufficient to cover the replacement of that Party's Joint Use Facilities, ; and

- ii) Any other form of insurance as any Party may reasonably require from time to time in form, amounts and for insurance risks against which a prudent party under similar circumstances would insure.
- c) All insurance to be carried pursuant to this Agreement shall be held with an insurer legally entitled to provide insurance coverage within the Province of Alberta.
- d) At any time when requested by any of the other Parties during the term of this Agreement, each Party shall provide the others with proof of insurance as required by this Agreement.
- e) The Municipality shall require all User Groups to carry insurance as follows prior to using any Joint Use Spaces:
 - i) General Liability Insurance naming the Municipality or the Board in whose building or on whose land they are conducting their activities as additional insureds, with minimum coverages of:

- 1) Five million dollars (\$5,000,000.00) for Joint Use Spaces owned by the Boards; and
 - 2) Five million dollars (\$5,000,000.00) for Joint Use Spaces owned by the Municipality.
- f) The Municipality shall ensure that all User Groups accept that they are using the Joint Use Spaces at their own risk.
 - g) The Municipality is responsible for determining whether any Joint Use Spaces owned by the Boards are suitable for the intended purpose at the time of booking. The Boards make no representations or warranties respecting their Joint Use Spaces or their suitability for any purpose.
 - h) The Municipality shall indemnify and hold harmless the Boards and their employees, officials, officers, directors, volunteers, agents and contractors from and against any claims or damages arising from the use of any of the School Facilities by any User Groups, including any claims or damages arising from such use for personal injury or illness (including death) and property damage.
 - i) The Municipality shall not allow, bring or permit to be brought any hazardous substance (as defined in any applicable environmental legislation) into any School Facilities except with the applicable Board's prior written consent, such consent to be in that Board's sole discretion. Regardless of such consent, the Municipality shall be solely responsible for any hazardous substances brought or allowed into any School Facilities while carrying out activities pursuant to this Agreement and shall indemnify and hold harmless the applicable Board from and against any and all penalties, remediation costs, losses, damages, claims, actions or causes of action in respect of such hazardous substance.

12) ANNUAL SITE MAINTENANCE OF SHARED FACILITIES

- a) The Parties agree to carry out the maintenance specified in Schedules "E" and "F" of this Agreement.

13) PLAYING FIELDS AND PLAYGROUNDS

- a) The Municipality shall carry out all required maintenance of any Playfields on lands owned by the Municipality.
- b) The maintenance of Playfields owned by the Boards shall be in accordance with Schedules "E" and "F" of this Agreement.
- c) The parties agree to take reasonable steps to ensure that field markings in Playfields are in place at the commencement of the spring/summer season.

- d) Each Party shall perform regular assessments of Playfield conditions to determine short term and long term maintenance requirements.
- e) If a Party intends to refurbish (aerate, top dress and over seed) a Playfield or re-develop (stripping and grading and/or the complete replacement of the topsoil, finished surface (seed/sod/shale) and the replacing of goal posts or back fields) a Playfield, it shall give reasonable notice to the others. The Parties acknowledge that refurbishment of a Playfield is generally anticipated to result in that Playfield being unavailable for use for one (1) year and that redevelopment of a Playfield is generally anticipated to be unavailable for use for two (2) years.
- f) Regardless of the source of funding or the installation of playground equipment or other improvements on a Playfield, the Party on whose land the Playfield is located shall at all times have the right to remove such improvements with or without replacing them, in that Party's sole discretion.
- g) Any Party may close Playfields at any time for reasons pertaining to weather, safety, and emergency maintenance requirements.

PART B – SCHOOL RESERVE PLANNING & ALLOCATION

14) MUNICIPALITY AND BOARD MEETINGS

- a) Unless the Parties agree that it is not necessary, the Parties shall meet at least annually to discuss issues of mutual concerns including, but not limited to, updated contact information, upcoming planning areas where new School Sites may be contemplated and future school needs, and shall further meet bi-annually in accordance with Schedule G.
- b) Meetings may be called ad-hoc by any Party to discuss specific items of interest as required.

15) DEMOGRAPHIC PROJECTION AND ENROLMENT STATISTICS

- a) The Boards shall provide enrolment statistics to the Municipality annually, both per school and total division, after the Alberta Education September student account is finalized.
- b) The Municipality shall provide the Boards any updated land absorption and population projections at least two (2) weeks prior to the annual meeting of the Parties.

16) AREA STRUCTURE PLANS AND OTHER PLANNING DOCUMENTS

- a) All proposed School Sites shall be identified in consultation with the Boards and shall be identified within Area Structure Plans adopted by the Municipality but shall not be pre-allocated to any one Board.

- b) Prior to the Municipality approving any Area Structure Plan, the Municipality shall consult with the Boards and, if the Area Structure Plan is proposed by a developer, the Municipality shall facilitate discussions between the Boards and the developer, to discuss planning for future School Sites within these lands.
- c) Prior to the Municipality amending its Municipal Development Plan or any Area Structure Plan where a School Site is planned, the Municipality shall consult with the Boards. If a developer is proposing such amendment, the Municipality shall facilitate a meeting between the developer and the Boards.
- d) The Parties acknowledge and agree that while an Area Structure Plan may change from time to time in accordance with the discretion of the Municipality's Council:
 - i) there shall be no changes to the location or footprint of a proposed School Site without first consulting with the Boards;
 - ii) reserve land identified for transfer to a Board based on future expansion of the School is based on the ultimate design capacity of the School;
 - iii) the Boards shall be notified of any additional amendments to the land use concept that could reasonably affect school enrollment or capacity;
 - iv) the Boards will be given at least twenty-one (21) days to respond to any notice of any changes to an Area Structure Plan and the Municipality shall grant reasonable requests for extensions of this time period if such requests are made before the expiry of the initial twenty-one (21) day period; and
 - v) without restricting the other remedies available to the Boards at law, the Boards may challenge the decision of the Municipality regarding the allocation of Land Acquired as Reserves to School Sites through the dispute resolution process set out in Schedule "H" of this Agreement.
- e) To support adequate provision of School Sites, the Municipality shall circulate to the Boards all applications for:
 - i) Area Structure Plans, Conceptual Schemes, and amendments thereto which have a residential land use component; and
 - ii) All subdivision applications for lands not subject to an Area Structure Plans (excluding the Municipal Development Plan) or Conceptual Schemes.

17) COMMITMENT OF LAND FOR SCHOOL SITES

- a) When a Board is anticipating a new School Site, the Municipality will endeavor to assist the Board in its application for funding by committing by way of a letter of commitment or other formats as required by the Province to provide a fully serviced School Site should funding be granted. Should the Province require any letter of

commitment from the owner or developer of the land containing the new School Site, the Municipality shall assist the Board in obtaining such letter.

- b) Nothing in this Agreement precludes the Municipality from committing to both Boards, within their respective applications for funding, to provide the same serviced School Site. In such a case, where possible, in each application the Municipality would commit to provide multiple serviced School Sites and the Province, or its designate, shall be responsible for choosing the successful School Site for each proposal at the time funding is approved.
- c) If a Board's application for funding is successful, the School Site as assigned will be allocated to the selected Board for future construction. If any other applications for funding are currently in place by the other Board for the same School Site and have not been determined at the time of such approval, unless otherwise agreed by the Parties or directed by the Province of Alberta, such applications shall be deemed withdrawn.
- d) If a Board's application for funding is not successful, the site shall remain identified as a future School Site but is no longer committed for servicing by the Municipality in conjunction with the proposed project. The Parties may agree, subject to approval of their respective Council or Board of Trustees, to include the unfunded project in their respective future capital plans. However, in doing so, at no time shall the Parties be deemed to pre-allocate a School Site contrary to this Agreement.
- e) If both Boards' applications for funding are granted concurrently and the Province does not designate the School Site between the respective Boards, a meeting shall be called between the Parties for the purposes of finalizing School Site allocations to ensure separate sites are committed for development. If the Parties do not agree on the designation of School Sites, such dispute shall be resolved using the dispute resolution procedure set out in Schedule "H".
- f) If a Board is committed funding by the Province, it shall promptly notify the other Parties of the same.

18) LAND ACQUIRED AS RESERVES

- a) Except as otherwise herein provided the title to Land Acquired as Reserves shall initially be vested in the Municipality as Municipal Reserve (MR).
- b) The Municipality shall transfer any Land Acquired as Reserves to the Board for the consideration of One Dollar (\$1.00) when funding is committed by the Province for the construction of a School on that site. The School Building Site shall be

designated as School Reserve (SR) upon registration of the transfer at the Alberta Land Titles office.

- c) If funding has been committed by the Province for the construction of a School at a School Building Site at the time of subdivision of the Land Acquired as Reserve, the School Building Site shall be transferred to the Board as soon as it is serviced as set out herein.
- d) The Municipality shall service or cause the School Building Site to be serviced prior to transfer to the applicable Board. Such servicing shall consist of power, water, storm sewer, sanitary sewer, and telecommunications excluding super net with reasonable capacities to service the intended School brought to the property line of the School Building Site, with the exact location as determined by the Parties acting reasonably. The Municipality shall provide such servicing within reasonable timelines to meet any timelines imposed by the Province of Alberta.
- e) The Municipality shall be responsible for all costs associated with the subdivision of the Land Acquired as Reserve and associated registration at the Alberta Land Titles Office to have the School Building Site transferred to the Board as School Reserve (SR).

19) JOINT PLANNING AND SCHOOL SITE REQUIREMENTS

- a) When reviewing a proposed Area Structure Plan or Conceptual Scheme, or an amendment thereto, and bearing in mind provincial requirements, the Municipality shall consider that the land for a proposed School Site shall have:
 - i) sufficient area for effective use as a School Building Site;
 - ii) site frontage onto two collector roads for ease of access and traffic circulation, including consideration to the ability to separate school bus and parent drop-off zones;
 - iii) limited exposure to potentially harmful utility infrastructure, such as active well sites, pipelines, substations and other potential hazards to students, staff and other community users of school facilities;
 - iv) appropriate proximity to existing schools and residential areas needing school service, including consideration for the site's location related to existing and future Board bus routes;
 - v) services available in the area to be provided pursuant to this Agreement;
 - vi) the ability for the Parties to work together on dual school sites and/or indoor or site enhancements; and

- vii) such considerations as the Municipality reasonably deems pertinent to the application.
- b) To ensure that the School Site has limited exposure to potential hazards as set out above, when reviewing a proposed Area Structure Plan or Conceptual Scheme, or an amendment thereto, creating or affecting a School Site, the Municipality shall have prepared or cause any developer applicant to prepare a risk assessment pertaining to any significant utility infrastructure or other hazards in proximity to the site, which document shall be provided to the Board and shall be considered by the Municipality in considering the proposed Area Structure Plan or Conceptual Scheme, or an amendment thereto.
- c) The Municipality and the applicable Board or Boards shall consult with each other on the site design of the School, the School Building Site, Joint Use Space and community facilities located on Joint Use Space.
- d) The Boards acknowledge that building and development permits may be required in respect of work on School Building Sites, subject to applicable bylaws of the Municipality.
- e) If land needed for a new School Site exceeds that which is to be provided in accordance with the *Municipal Government Act*, the Municipality shall be responsible for negotiating with landowners and entering into a separate agreement to purchase if required.

20) DISPOSITION OF LANDS AND IMPROVEMENTS

- a) Lands reserved hereunder for a School Building Site which are not developed shall be retained by the Municipality and used or disposed of subject to the provisions of the *Municipal Government Act*, the *Education Act*, all other relevant legislation, and all relevant regulations pertaining thereto, Board policy and the terms of this Agreement.
- b) Every five (5) years, the Municipality and Boards shall evaluate all undeveloped School Sites against the criteria for School Sites set forth above prior to the annual meeting of the Parties and should the Parties determine a site to be undevelopable as a School Site, the Boards' interest in the site shall be formally withdrawn by way of a formal written withdrawal issued to the Municipality by the Board no more than one hundred eighty (180) days following the annual meeting. The Boards shall be responsible for obtaining any formal confirmation required under regulation or ministerial order and shall forward a copy to the Municipality upon receipt, and the Boards' obligations pursuant to this section are conditional on such confirmation being granted.

- c) Reserve Lands reserved for a School Building Site which have been transferred to the Board but not developed and which are no longer required for Board purposes shall be transferred back to the Municipality for the consideration of one dollar (\$1.00), subject to the provisions of the *Municipal Government Act*, the *Education Act*, all other relevant legislation, and all relevant regulations pertaining thereto.
- d) When a School Building Site was developed by the Board on Reserve Lands, but it is no longer required for Board purposes, the Municipality shall be so notified in writing by the Board and shall have subject to the requirements of the *Education Act*, other relevant legislation, and all relevant regulations pertaining thereto, for a period of six (6) months after receipt of such notification, an option to purchase the dedicated lands and all improvements thereon at a purchase price determined as follows:
 - i) for the lands, excluding improvements, for the sum of one dollar (\$1.00); and
 - ii) for the improvements on the lands, at a value as determined by an independent qualified appraiser selected by mutual agreement by the Municipality and the applicable Board,and the purchase price will be paid in cash on the exercise of the option to purchase.
- e) If the Municipality does not exercise its option to purchase as set out above, the Municipality will work with the Board to dispose of the School Building Site in accordance with the *Municipal Government Act*, the *Education Act*, all other relevant legislation, and all relevant regulations pertaining thereto and the proceeds of the sale shall be divided in the following manner unless otherwise agreed between the Parties or directed by applicable legislation:
 - i) an independent qualified appraiser selected by mutual agreement by the Municipality and the applicable Board will be asked to assign a value to the land and a separate value for the improvements on the lands; and
 - ii) the Municipality will receive a payment equal to the percentage of the net sale proceeds attributed to the land value and the Board will receive a payment equal to the percentage of the net sale proceeds attributed to the improvements.
- f) Notwithstanding any provision of this Agreement to the contrary, the Boards shall be entitled to the entire proceeds of disposition of lands purchased, other than Reserve Land, by the Boards within the Municipality for a School Building Site.

PART C – GENERAL

21) TERM, REVIEW AND AMENDMENT OF AGREEMENT

- a) This Agreement shall be in force and effect as of the Effective Date and shall continue to be in effect until such time as it is amended by the Parties.
- b) Except as provided otherwise herein, this Agreement shall not be modified, varied or amended except by the written agreement of all of the Parties.
- c) The terms and conditions of this agreement shall be reviewed every five (5) years with the first such review scheduled in 2028 except as follows:
 - i) The Parties agree to meet annually to discuss administration of Municipal and Schools Facilities and to further discuss more effective facility use in accordance with Schedule "G."

22) WITHDRAWAL, REVIEW AND TERMINATION

- a) No party to this Agreement shall unilaterally withdraw or terminate this Agreement.
- 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 part of this Agreement.
- 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. If such consensus is not reached, the dispute resolution provisions set forth in Schedule "H" shall apply.
- 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.

23) DISPUTE RESOLUTION

- a) Any disputes or disagreements arising out of this Agreement shall be dealt with in accordance with the dispute resolution process outlined in Schedule "H".

24) APPLICABLE LAWS

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

25) FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- a) The Parties agree to comply with the requirements of the *Freedom of Information and Protection of Privacy Act* insofar as it applies to the operations, records and personal information each Party has access to, collects, or uses in performing their respective rights and obligations under this Agreement.

- b) The Parties acknowledge that information and records maintained or submitted by the other party may be subject to the protection and access provisions of the *Freedom of Information and Protection of Privacy Act*.

26) INTERPRETATION

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

27) TIME OF THE ESSENCE

- a) Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the Municipality or the Boards are 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.
- b) If the date for doing anything pursuant to this Agreement falls on a weekend or holiday, the date shall be delayed to the next business day thereafter.

28) NON-WAIVER

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

29) NON-STATUTORY WAIVER

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

municipal council and as the officers, servants and agents of a municipal government.

- b) 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 *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.

30) SEVERABILITY

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

31) FORCE MAJEURE

- a) 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 a Force Majeure Event.

32) NON-ASSIGNMENT OR TRANSFER

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

33) SUCCESSORS

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

34) NOTICES

- a) All and any required written notices in the performance and implementation of this Agreement shall be directed to the Parties to the attention of the Municipality's CAO or the Boards' Superintendents, as applicable, using the registered mail or email to the addresses as shown below:

THE TOWN OF MORINVILLE

10125 100 Ave, Morinville, AB T8R 1L6

Email: _____

THE GREATER ST. ALBERT ROMAN CATHOLIC SEPARATE SCHOOL DIVISION

6 St Vital Ave, St. Albert, AB T8N 1K2

Email: _____

THE STURGEON PUBLIC SCHOOL DIVISION

9820 104 St, Morinville, AB T8R 1L8

Email: _____

- b) Notices provided by registered mail shall be deemed received seven (7) days after posting and notices provided by email shall be deemed received the next business day after they are sent.
- c) The Parties may change the addresses for service from time to time on notice to the other Parties.

IN WITNESS WHEREOF the Parties execute this Agreement by the hands of their respective, duly authorized signatories as of the date first above written:

THE TOWN OF MORINVILLE

Per: _____

Per: _____(c/s)

THE GREATER ST. ALBERT ROMAN CATHOLIC SEPARATE SCHOOL DIVISION

Per: _____

Per: _____(c/s)

THE STURGEON PUBLIC SCHOOL DIVISION

Per: _____

Per: _____(c/s)

Schedule “A” – Municipal Facilities Available for Joint Use

Board use of Municipal owned facilities is permitted during school hours Monday-Friday from 8:00am-4:15pm.			
Name of Facility	Legal Description of Parcel(s) Containing Facility	Availability	Description of Facility and Amenities
Morinville Leisure Centre (MLC)	Lot 3A, Block 21, Plan 1821145	Sept 1 to June 30	<p>Arena</p> <ul style="list-style-type: none"> ● 1 ice/dry surface ● Hockey Nets ● Score Clock ● Sound system ● Dressing Rooms <p>Fieldhouse Courts</p> <ul style="list-style-type: none"> ● Courts for basketball, volleyball, soccer, badminton ● Score Clocks with prior approval ● Nets and hoops ● Standards ● Dressing Rooms
Morinville Community Cultural Centre (MCCC)	Lot 3B, Block 21, Plan 1821145	Sept 1 to June 30	<p>Hall/ Theatre</p> <ul style="list-style-type: none"> ● Tables & Chairs, Concession/Bar (no equipment included) ● Dressing Rooms, ● Up to 400 chairs maximum. ● Tech time (Max seven (7) consecutive hours per day one (1) person), use of technical equipment

			<p>(under supervision of Venue Tech only)</p> <ul style="list-style-type: none"> ● If retractable seating is requested, this is a minimum of a four (4) hour booking with current, applicable fees applied. <p>Commercial Kitchen</p> <ul style="list-style-type: none"> ● Cooking appliances, Prep area, dishes, cutlery, freezer, cooler, Cleaning area <p>Meeting Room 1</p> <ul style="list-style-type: none"> ● Chairs & Tables <p>Meeting Rooms 2-5</p> <ul style="list-style-type: none"> ● Chairs, Tables, Projector & Screens
			<ul style="list-style-type: none"> ●
Skyline Ball Diamonds 1, 2, 3, 4	Lot C, Block, Plan 80202274	Sept 1 to Oct 15 May 1 to June 30 (weather permitting)	<ul style="list-style-type: none"> ● Ball diamond with home plate and pitching plate <p>Covered Shelter</p> <ul style="list-style-type: none"> ● Picnic Tables <p>Skyline Community Kitchen</p> <ul style="list-style-type: none"> ● Upon availability

Any facility, space and equipment not identified under Schedule “A” of this agreement may be available on a case by case basis with a separate signed agreement.

An email confirmation will be provided for bookings within Joint Use hours. Bookings outside Joint Use hours or if monetary amount is applied during Joint Use hours, a rental agreement will be required.

Technician time includes maximum seven (7) consecutive hours per day one (1) person and use of technical equipment (under supervision of Venue Tech **only**). Additional technician time and additional venue tech will be an additional fee. Technician time outside Joint Use Hours or in excess of seven (7) hours will be charged current fees and charges.

Schedule “B” – The Greater St. Albert Roman Catholic Separate School Division Facilities Available for Joint Use

School buildings will be available Monday-Friday from 6:00pm-10:00pm and on Saturday from 8:00am-5:00pm.		
Name of School	Legal Description of Parcel(s) Containing School	Description of Facility and Amenities
Morinville Community High School (MCHS)	Plan 1821145 Block 21 Lot 3A in Municipality of Morinville	Gymnasium: <ul style="list-style-type: none"> • Nets, hoops, volleyball standards • All other equipment must be agreed in writing, including use of bleachers Classrooms <ul style="list-style-type: none"> • Desk and Chairs
Ecole George H. Primeau Middle School	Plan 7823006 Block 30 Lot 48SR in Municipality of Morinville	Gymnasium: <ul style="list-style-type: none"> • Nets, hoops, volleyball standards • All other equipment must be agreed in writing, including use of bleachers Classrooms <ul style="list-style-type: none"> • Desk and Chairs
Ecole Notre Dame Elementary School	Plan 7620979 Block 17 Lot R1 in Municipality of Morinville	Gymnasium: <ul style="list-style-type: none"> • Nets, hoops, volleyball standards • All other equipment must be agreed in writing • No Bleachers at site Classrooms <ul style="list-style-type: none"> • Desk and Chairs
St. Kateri Tekakwitha Academy	Plan 1821753 Block 1 Lot 6SR in Municipality of Morinville	Gymnasium: <ul style="list-style-type: none"> • Nets, hoops, volleyball standards • All other equipment must be agreed in writing • No bleachers on site

		Classrooms Desk and Chairs
North and South Meadow Ball Diamonds (Leased to Municipal) *Available Sept 1 to Oct 15 May 1 to June 30 (weather permitting)	Lot 2B, Block A, Plan 1223401	<ul style="list-style-type: none"> ● Ball diamond with home plate and pitching plate

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.

Schedule “C” – The Sturgeon Public School Division Facilities Available for Joint Use

School buildings will be available Monday-Friday from 6:00pm-10:00pm and on Saturday from 8:00am-5:00pm.		
Name of School	Legal Description of Parcel(s) Containing School	Description of Facility and Amenities
Four Winds Public School	Plan 1723506 Block 27 Lot 2SR in Municipality of Morinville	Gymnasium: <ul style="list-style-type: none"> ● Nets, hoops, volleyball standards ● All other equipment must be agreed in writing, including bleachers Classrooms Loft Board, Document Camera, A/V System, Desk/Tables, Chairs Dance Hall <ul style="list-style-type: none"> ● Yoga Mats, Audio System Gathering (Atrium) <ul style="list-style-type: none"> ● Portable Audio System
Morinville Public School	Plan 2916TR Block A Lot 2A in Municipality of Morinville	Gymnasium: <ul style="list-style-type: none"> ● Nets, hoops, volleyball standards ● All other equipment must be agreed in writing, including bleachers Classrooms <ul style="list-style-type: none"> ● Desk, tables, Loft Board Outdoor Sports Field <ul style="list-style-type: none"> ● Soccer & Baseball

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.

Schedule “D” – Annual Bookings of Municipal Facilities by Schools

The Greater St. Albert Roman Catholic Separate School Division

Event	Name of School	Facility Required	Month(s)	Approx. Time Required
MCHS Christmas Play	Morinville Community High School (MCHS)	Morinville Community Cultural Centre	December	5 full consecutive weekdays
MCHS Hockey Game	Morinville Community High School (MCHS)	Morinville Leisure Centre (MLC)	December	1 weekday afternoon
MCHS Music Recitals	Morinville Community High School (MCHS)	Morinville Community Cultural Centre	June and December	1 full weekday each
Ecole George H. Primeau Music Recitals	George H. Primeau Middle School	Morinville Community Cultural Centre	June and December	1 full weekday each
Ecole George H. Primeau Christmas Concert	George H. Primeau Middle School	Morinville Community Cultural Centre	December	1 full weekday
Ecole Notre Dame Christmas Concert	Ecole Notre Dame Elementary School	Morinville Community Cultural Centre	December	1 full weekday
St. Kateri Tekakwitha Christmas Concert	St. Kateri Tekakwitha Academy	Morinville Community Cultural Centre	December	1 full weekday

The Sturgeon Public School Division

Event	Name of School	Facility Required	Month(s)	Approx. Time Required
Four Winds Play	Four Winds Public School	Morinville Community Cultural Centre	May/June	5 full consecutive weekdays
Four Winds Christmas Concert	Four Winds Public School	Morinville Community Cultural Centre	December	1 full weekday
Morinville Public Christmas Concert	Morinville Public School	Morinville Community Cultural Centre	December	1 full weekday
Morinville Public Spring Concert	Morinville Public School	Morinville Community Cultural Centre	April	3 full weekdays

For the events named above, there will be no charge for bleacher set up, if required, and no charge for the room(s) bookings, regardless of the time booked. The dates for the above mentioned events must be submitted no later than May 31 of the current school year.

For all Christmas Concert bookings named in Schedule “D”, each school will have 1 full weekday (MCCC Operational Hours 7 a.m. to 11 p.m.). Any additional weekday(s) outside Schedule “D”, current Fees and Charges will be applied for time that exceeds the Joint Use times of 8:00a.m. - 4:15p.m.

Technician fees will be applied if more than seven (7) consecutive hours per day are required. Technician fees will be charged at the current approved Fees and Charges rate for any and all Joint Use bookings.

For events named above, there will be a facilities booking meeting with all Parties to determine dates and times no later than May 31 of the current school year for the subsequent school year.

Schedule “E” – Boards’ Facilities

Annual Outdoor Site Maintenance of Boards' Facilities

This table represents shared base level service and maintenance requirements of amenities/facilities on both The Greater St. Albert Roman Catholic Separate School and The Sturgeon Public School Boards' Facilities. The service/maintenance is performed by both the Municipality and Boards' indicated in the table below. Where indicated, the Bi-Annual meetings will be arranged by the Municipality, the first meeting held in April and the second meeting held in September. These meetings will have representation from both Boards' and the Municipality.

Amenities	Task Required	Details	Responsible Party
Outdoor garbage cans	Pick up weekly	July 1 – Aug 31 Collection from all receptacles as indicated on Schedule "I"	Municipality
	Pick up weekly	Sept 1 – June 30 Collection from all receptacles as indicated on Schedule "I"	Board
	Replacement/maintenance of garbage receptacles	Replacement Program to be discussed at Bi-Annual meeting to allow for consistency in aesthetics, functionality and key control.	Municipality and Board
Soccer Pitches/ Baseball Diamonds	Grass cutting/weed treatment	Weather permitting dependent on Community User Group bookings with the Municipality.	Municipality
	Turf Maintenance	Discussed at Bi-Annual meeting. Review pitch/diamond boundaries. All parties would share updates for planning purposes for this space and develop a Joint Action Plan if needed for items of turf and equipment maintenance.	Municipality
	Goal Post Maintenance		Municipality
	Pest Control		Municipality
	Standards and Nets	September 1 - June 30 – Board	Municipality and Board

Outdoor Basketball Standards	Replacement of Nets	July 1- August 31 – Municipality		
		Monthly inspections required. Cost of replacement determined by time of inspection. Party replacing nets to bear the cost.		
	Replacement of Standards	As determined by Board. Annual inspection required in Spring.		Board
	Concrete/ Asphalt Repairs	As determined by Board. Annual inspection required in the Spring.		Board
Field Areas	Grass cutting	As per school site maps provide in Schedule “J”.		Municipality and Board
	Pest Control	As determined by the property Owner, and paid by the same.		Municipality and Board
Manicured Grassed Areas Surrounding Buildings	Grass cutting/ weed treatment	As per school site maps provide in Schedule “J”. Grassed areas surrounding the school cut and maintained by Boards. Cuts to occur bi-weekly and are weather dependent.		Board
Flower beds & garden	Watering	As required by Board practice		Board
	Weeding			
Playgrounds	Inspections	Monthly	Completed by CSA Certified staff	Board
		Annual	Arranged and booked by Municipality. Municipality to bill applicable Boards for ½ of the inspection costs for their	Municipality

		playgrounds. Reports to be shared with applicable Board.	
	Maintenance Repair	Repairs as per Board practice	Board
	Sand or Safety Surface	Replacement or top up as needed	Board
	Record Keeping of Inspections	Monthly Inspections	Board
		Annual Inspections– Shared with Board	Municipality
Parking Lots	Snow Removal and Sweeping	Property dependent as identified on map Schedule “I”	Board
	Line painting	As per Board practice	Board
	Potholes	As per Board practice	Board
Bus Lanes	Pull out lane on primary road	Completed by Municipality in accordance with snow by-laws on Operational days	Municipality
	Turn about or lane on school property	Completed in accordance with Board practices on Operational days EXCEPT at MCHS See Schedule “J” Exceptions	Board
Sidewalks	Snow Removal	Property dependent as identified on map Schedule “I” Completed on Operational Days	Board
	Maintenance and Repairs	Property dependent as identified on map Schedule “I” As per Municipality practice	Municipality
School Site Benches	Replacement and Repair	As per Board practice	Board

School Site Bike Racks	Replacement and Repair	As per Board practice	Board
Tree Maintenance	Trimming, Removal or Addition	Property dependent as identified on map Schedule "I" Written notification required by both Board and Municipality to each other.	Board and Municipality

Schedule “F” – Exception for Annual Outdoor Site Maintenance of Boards’ Facilities

These items are to identify specialized areas, circumstances or equipment that are part of a specific school site. These items are to be addressed at the Bi-Annual meetings and where changes are required are to be addressed by the Municipality and Board Owner. Agreed upon Amendments are to be written by the Municipality and kept as supplemental to the Agreement until its review and then incorporated into the Joint Use and Planning Agreement.

Morinville Community High School

Maintenance Item	Reference	Details/ Task Required	Action By
Snow Removal And Parking Lot Sweeping	Schedule “I” Parking Lot “A” and “B”	Snow removal as determined by Board practices. Sweeping completed annual after all snow has melted.	Board
	Schedule “I” Parking Lot “C”	As determined by Municipality	Municipality
	Schedule “I” Bus Lane “D”	Snow removal as determined by Municipality	Municipality
		Sweeping completed annually after all snow has melted.	Board
Running Track	Schedule “I”	Regular Floating once per week, weather permitting. Occurs April to October	Municipality
		Line Painting occurs annually in May	Board
		Weed Control on the track surface, completed twice during	Board

		April to October season	
		Grass Cutting - all grassed space inside and outside of the track. Weather permitting dependent on Community User Group bookings.	Municipality
		Shale to be assessed annually and discussed at Bi-annual meeting.	Board
Long Jump Pits	Schedule "I"	All weed control, sand maintenance and equipment are to be checked annually as per Board practices.	Board
Beach Volleyball Court	Schedule "I"	All weed control, sand maintenance and equipment are to be checked annually as per Board practices.	Board

Schedule "G" – Bi-Annual Joint Use Meeting

1. The Bi-Annual Joint Use meeting will take place in May and October.
2. The attendees will be the administrative or operational representatives appointed by each of the Parties.
3. The meeting will be held at a mutually agreed upon location.
4. The agenda for the meeting shall be composed of the following:
 - a) Approval of minutes of previous meeting

- b) Review Schedules A, B, C, D, E, and F of this Agreement as well as a review of the Reciprocal Use Administrative & Operational Procedures
 - c) New Business
 - d) Date and location for next bi-annual meeting
5. Minutes of the Bi-Annual Joint Use meeting will be emailed to all who attended.
 6. The Municipality will be responsible for maintaining the records of the Bi-Annual Joint Use Meeting.
 7. Any changes as a result of this meeting shall be addressed through an amending agreement to this Agreement and shall take effect upon execution of the amending agreement by all Parties.

Schedule “H” – Dispute Resolution Process for Joint Use

1) DISPUTES REGARDING OPERATIONAL ISSUES

- a) Any disputes regarding the scheduling of a specific use or User Group for use of a Joint Use Space shall be addressed as follows:
 - i) The administrative staff of the affected Parties shall attempt to resolve the dispute amongst themselves;
 - ii) If the administrative staff of the affected Parties are unable to resolve the dispute amongst themselves, the dispute shall be referred to the CAO of the Municipality and the Superintendent of the applicable Board in a timely manner;
 - iii) If the CAO and the Superintendent are unable to reach a resolution, the decision of the Party which owns the applicable Joint Use Space shall be final and binding.

2) ALL OTHER DISPUTES

- a) Any disputes aside from disputes regarding operational issues as identified in the preceding section shall be addressed as follows:

Step 1: Notice of Dispute

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

Step 2: Negotiation

- 3. Within 14 Calendar Days after the notice of dispute is given, each Party must appoint representatives to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.
- 4. Each Party shall identify the appropriate representatives who are knowledgeable about the issue(s) under dispute and the representatives shall work to find a mutually acceptable solution through negotiation. In preparing for negotiations, the Parties shall also clarify their expectations related to the process and schedule of meetings, addressing media inquiries, and the need to obtain Council and Board ratification of any resolution that is proposed.
- 5. Representatives shall negotiate in good faith and shall work together, combining their resources, originality and expertise to find solutions.

Representatives shall attempt to craft a solution to the identified issue(s) by seeking to advance the interests of all Parties. Representatives shall fully explore the issue with a view to seeking an outcome that accommodates, rather than compromises, the interests of all concerned.

Step 3: Mediation

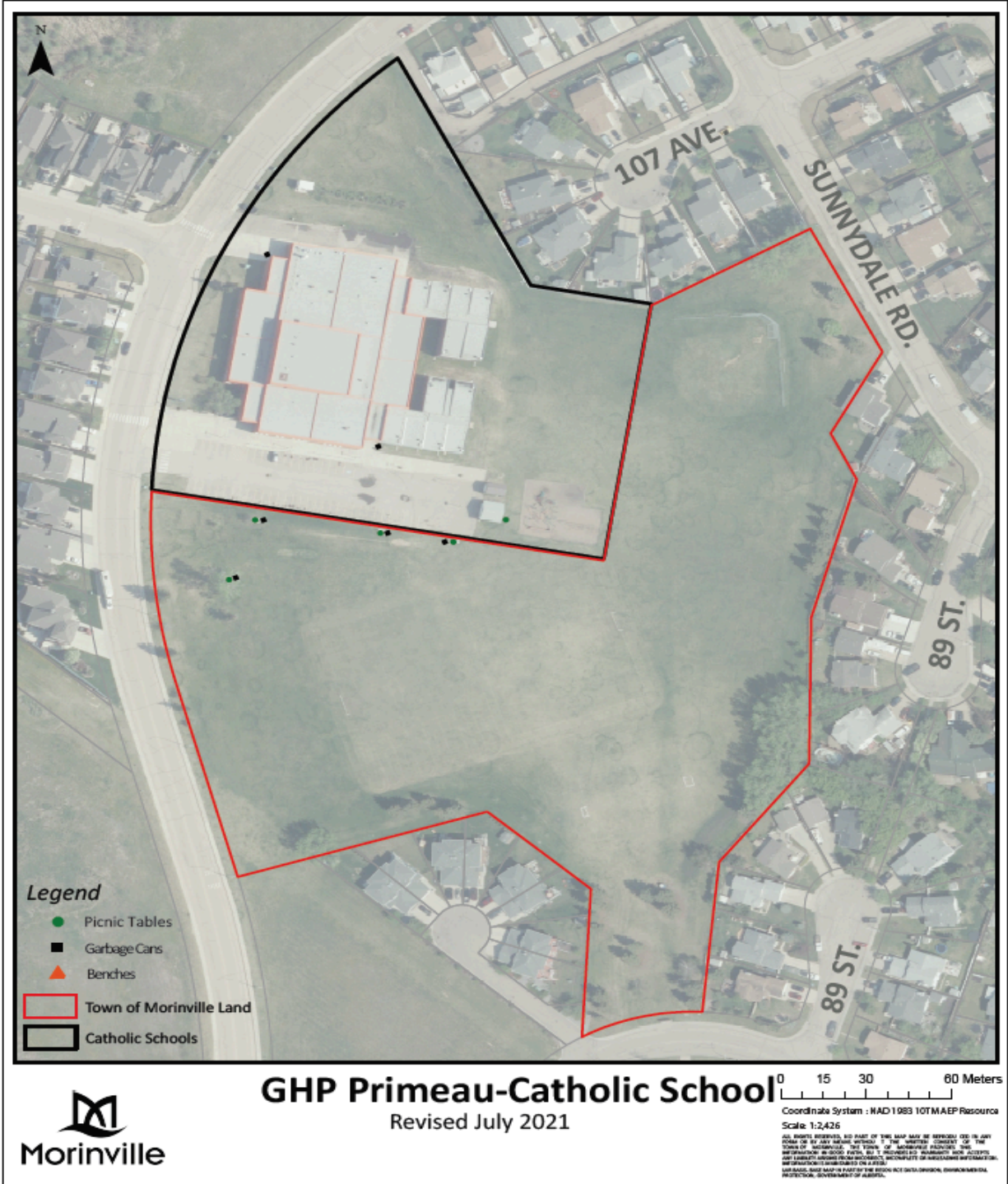
6. In the event that negotiation does not successfully resolve the dispute, the Parties agree to attempt mediation. The representatives must appoint a mutually acceptable mediator to attempt to resolve the dispute by mediation, within 14 Calendar Days of one Party's indication that negotiation has not 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 using a single arbitrator 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 King'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.
 16. The decision of the arbitrator shall be final and binding on the Parties.
- b) Any mediation or arbitration pursuant to this Agreement shall take place in the Town of Morinville unless otherwise agreed between the parties.
 - c) The Parties may extend any of the timelines within this Agreement by written agreement.
 - d) All information disclosed during mediation or arbitration ("Disclosed Information") shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver or privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery or applicable laws, each Party agrees not to disclose the Disclosed Information to any other person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any

representative, mediator, or arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this agreement. Nothing in this dispute resolution procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.

Schedule "I" - The Greater St. Albert Roman Catholic Separate School Division and The Sturgeon Public School Division Property Line Area Maps





Morinville Community High School

Revised July 2021

Coordinates System: NAD 1983 UTM ALP Basezone
 Scale: 1:2,026
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Legend

-  Picnic Tables
-  Garbage Cans
-  Benches
-  Town of Morinville Land
-  Catholic Schools



Notre Dame

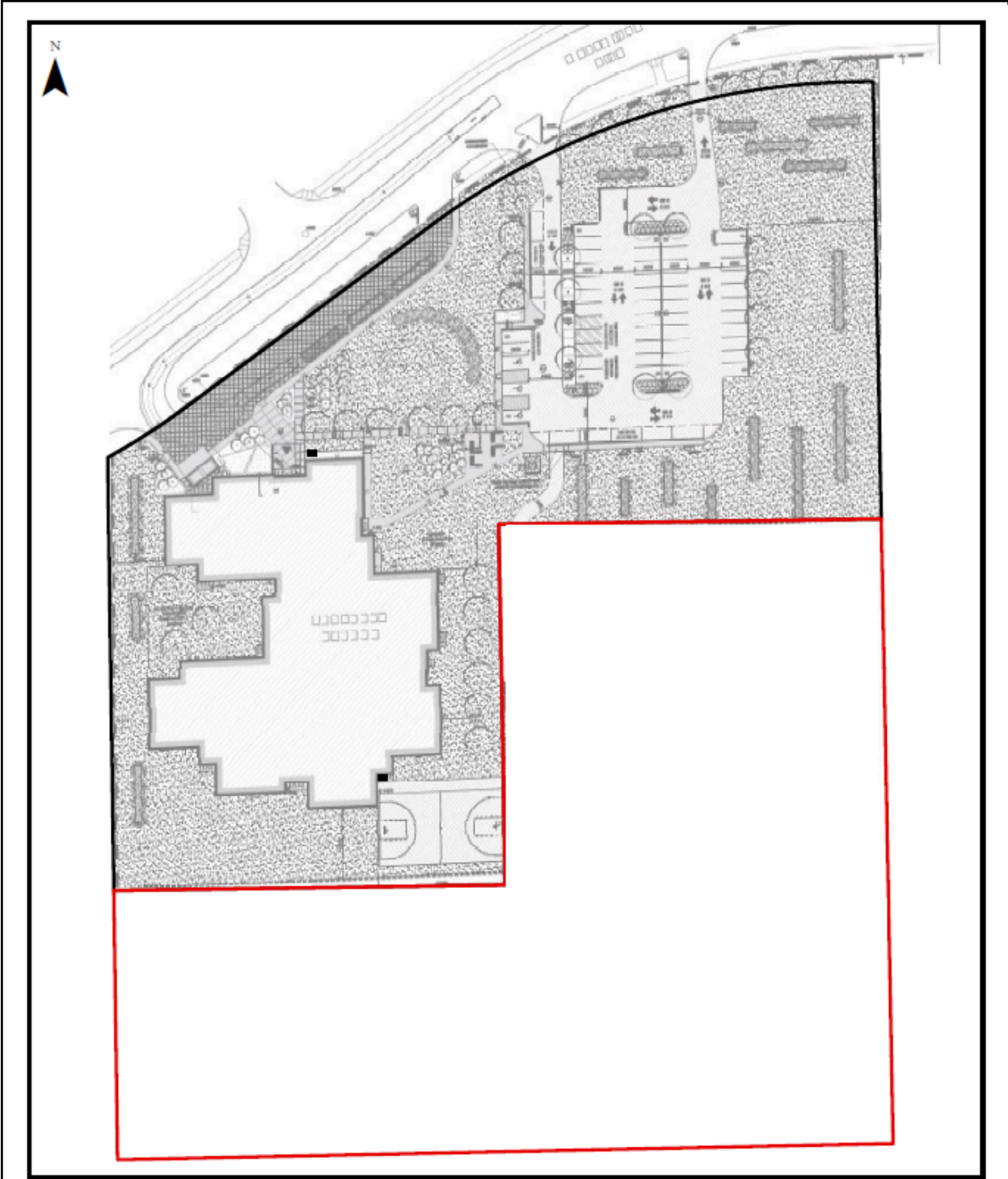
Revised July 2021

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Coordinate System : NAD 1983 10TM AEP Resource

Scale: 1:2,426

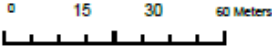
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- Legend**
- Picnic Tables
 - Garbage Cans
 - ▲ Benches
 - ▭ Town of Morinville Land Public
 - ▭ Schools

St. Kateri Tekakwitha Academy

Revised July 2021



Coordinate System : NAD 1983 10TM AEP Resource
Scale: 1:2,425

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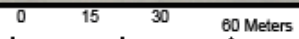
Legend

- Picnic Tables
- Garbage Cans
- ▲ Benches
- Town of Morinville Land
- Public Schools



Four Winds Public School

Revised July 2021



Coordinate System : NAD 1983 10TM AEP Resource

Scale: 1:2,426

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Schedule "J" - Snow Removal and Grass Cutting School Site Maps of Board and Municipalities Shared Facilities

Blue areas indicate where the Board is cutting grass.

Orange area indicates where the Municipality is conducting snow removal.

Ecole George H. Primeau

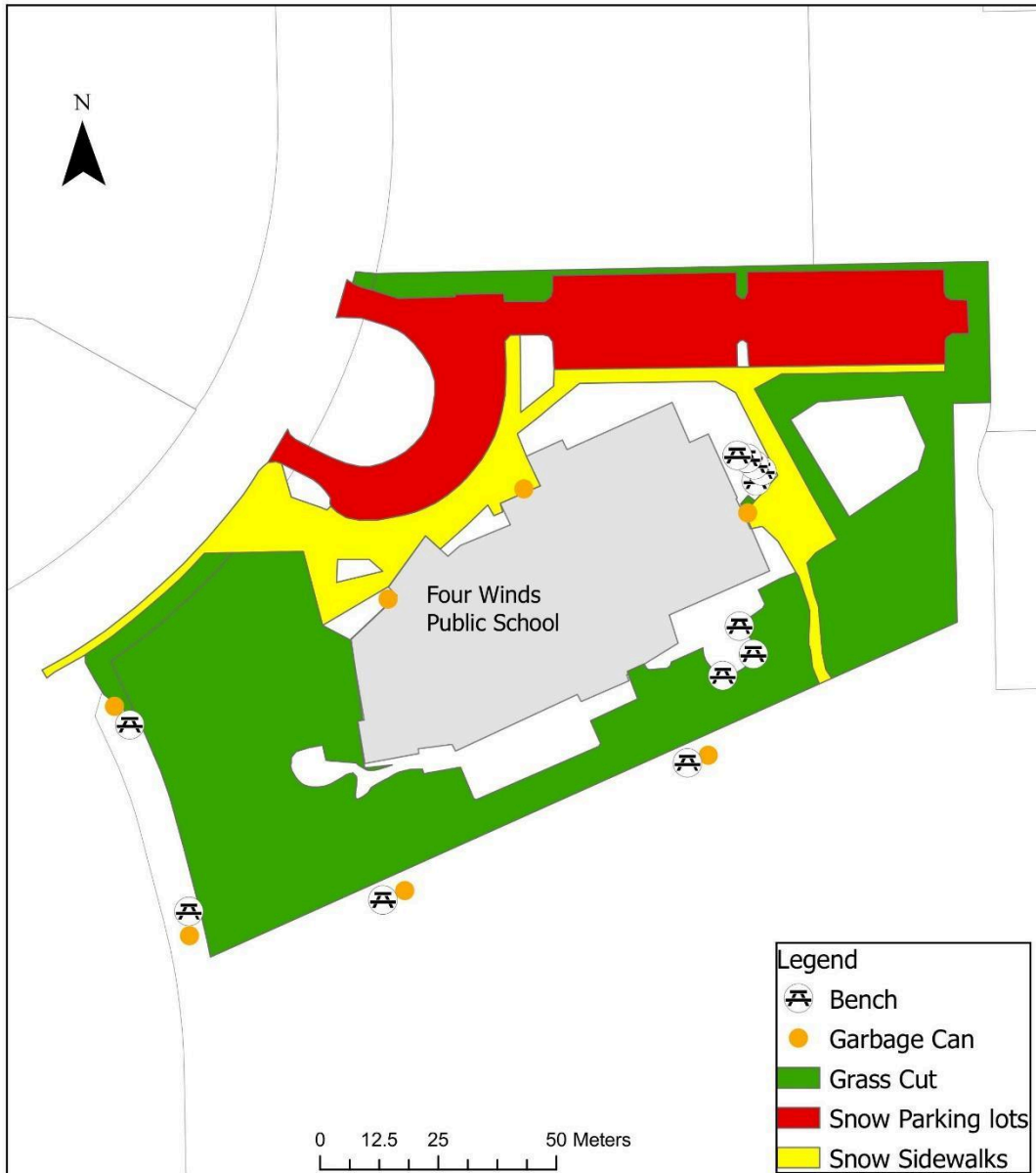


Ecole Notre Dame



Note: Snow removal is not required at this site.

Four Winds



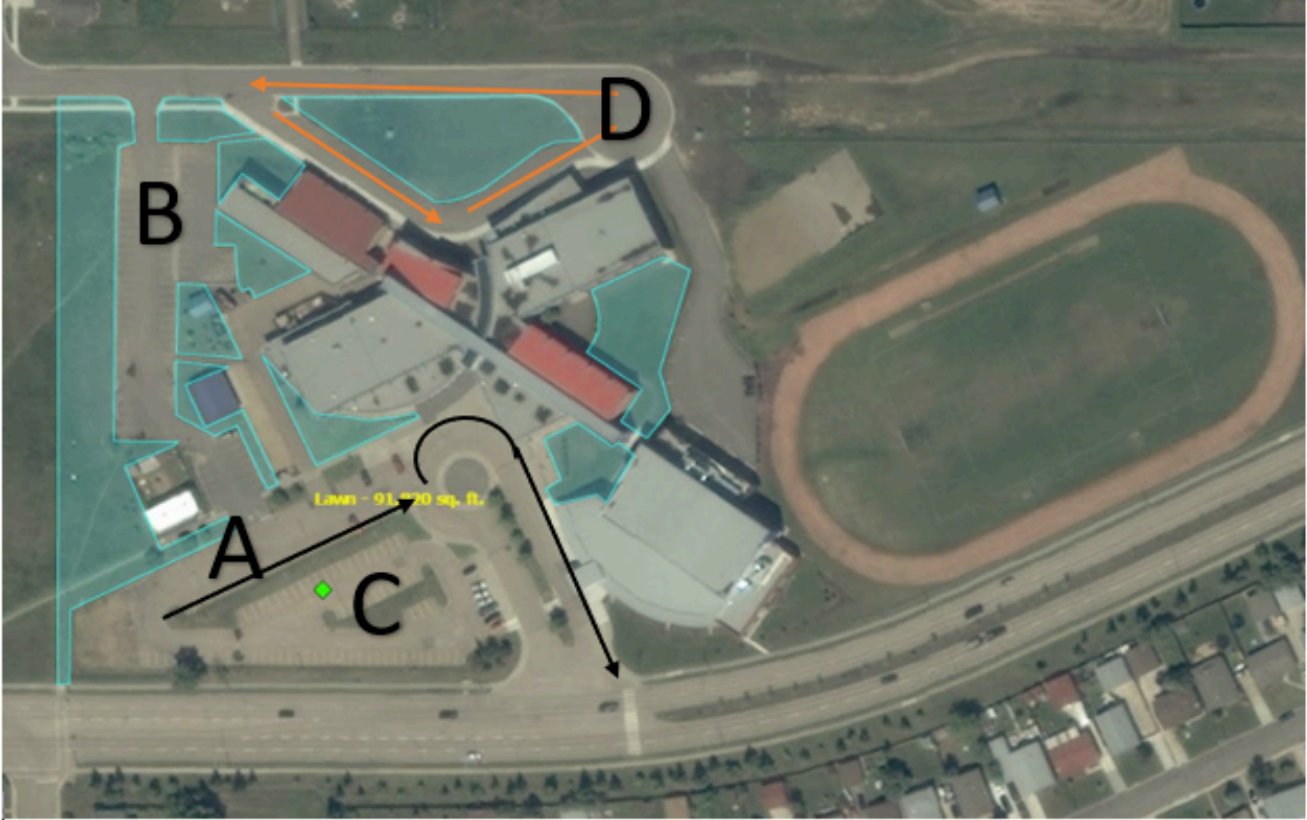
**Town of Morinville | Four Winds
Public School**

Revised December 2024

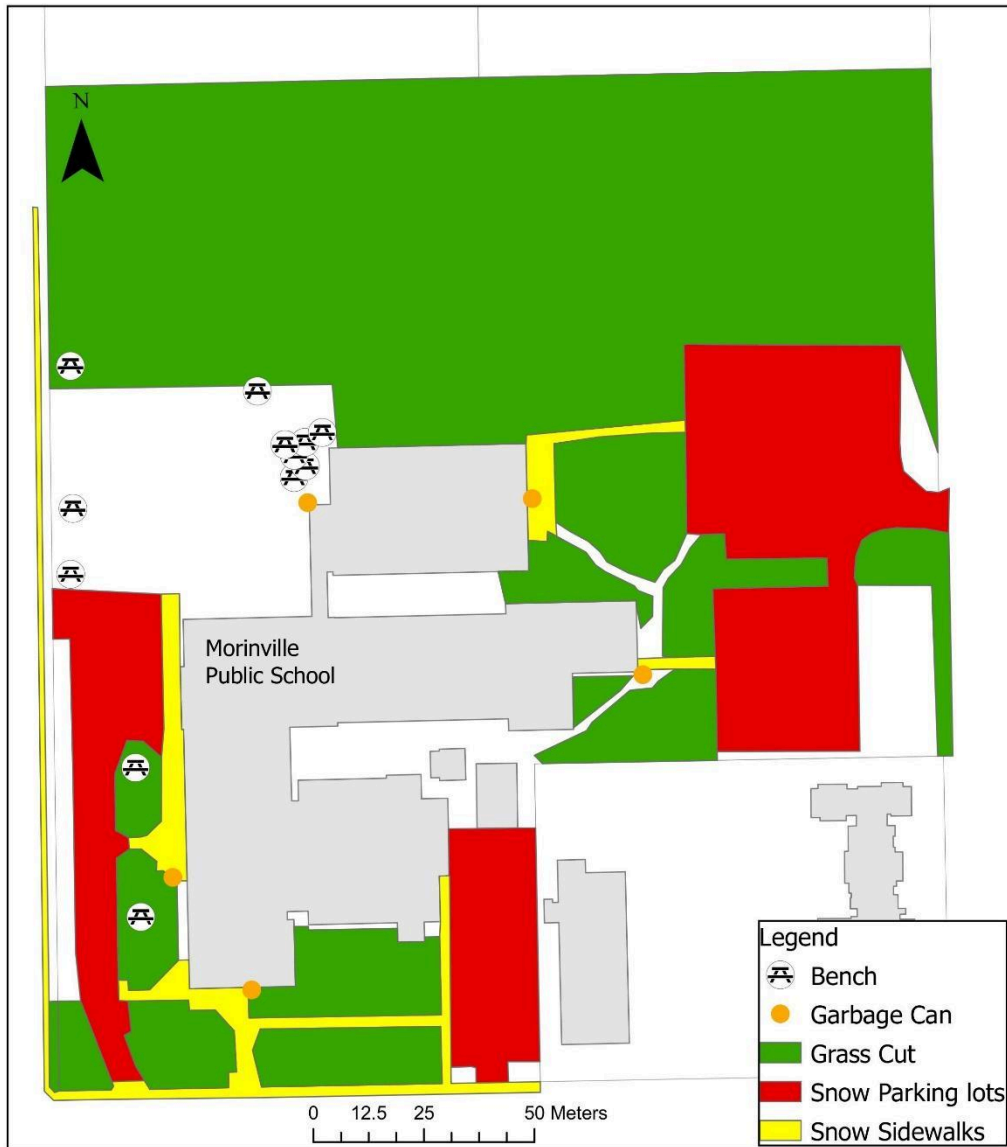


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Morinville Community High



Morinville Public School



Town of Morinville | Morinville Public School

Revised December 2024



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St. Kateri Tekakwitha



Note: Snow removal is not required at this site.

SCHOOL SITE JOINT USE AND PLANNING AGREEMENT

BETWEEN:

THE CITY OF ST. ALBERT

- and -

THE GREATER ST. ALBERT ROMAN CATHOLIC SEPARATE SCHOOL DIVISION

- and -

**THE FRANCOPHONE REGIONAL AUTHORITY OF THE GREATER NORTH
CENTRAL FRANCOPHONE EDUCATION REGION**

- and -

THE ST. ALBERT SCHOOL DIVISION

- and -

THE STURGEON PUBLIC SCHOOL DIVISION

WHEREAS:

A. The Municipal Government Act (the "MGA") 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;

B. A joint use and planning agreement must address matters specified in clauses (a) through (d) of subsection 670.1(3) of the MGA and may also, subject to the MGA and the Education Act and their regulations, contain any other provisions the parties consider necessary or advisable;

C. It is the responsibility of the City to plan, develop, operate and maintain park and recreational land, and facilities for recreational purposes, and to organize and administer public recreational programs;

D. It is the responsibility of each of the Boards to develop and deliver educational programs and to provide facilities for these programs;

E. The joint use of City facilities and 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 City and the Boards;

F. Section 666 of the Municipal Government Act provides that a subdivision authority may require as a condition of subdivision approval that the owner of a parcel of

land that is being subdivided provide Reserve Land in an amount that may not exceed 10% of the parcel of land being subdivided less any land required to be provided as environmental reserve;

G. Section 670 of the Municipal Government Act provides that where Reserve Land is required to be provided, the subdivision authority must specify the amount, type and location of Reserve Land and allocate the Reserve Land between the municipality and school authorities either in accordance with an agreement between the municipality and the school authorities or, in the absence of an agreement, in accordance with the needs of the municipality and school authorities as those needs are determined by the subdivision authority;

H. The Parties prefer to establish among themselves how their respective needs for and interests in Reserve Land will be determined, rather than each Party having to make submissions to the City's subdivision authority at the time of each application for subdivision of land, in respect of dedication of Reserve Land to them;

I. The Parties wish to create clarity, transparency, and consistency with respect to their agreed process for discussing, and where applicable implementing, methodologies for carrying out:

- (a) planning, development and use of School Sites on Reserve Land;
- (b) transfers of Reserve Land under section 672 or 673 of the MGA;
- (c) disposal of School Sites;
- (d) servicing of School Sites; and
- (e) agreements for the use of school facilities, municipal facilities and playing fields on Reserve Land including matters related to maintenance, payment of fees and other liabilities associated with such facilities.

J. In carrying out this Agreement and all discussions and actions respecting the matters specified in section 670.1(3)(a) of the MGA, the Parties intend to conduct themselves in accordance with the following pillars (the "Pillars"):

- (a) **Accountability** – Each Party is responsible for realistically identifying their respective needs for Reserve Land, recognizing that Reserve Land is a limited resource, and that the needs of the Parties must be balanced one against the other;
- (b) **Collaboration** – The Parties commit to making good faith efforts to collaborate and work cooperatively to best address the needs of current and future residents of the City not only for School Sites but also for park space, trails, open spaces and recreation or cultural facilities connected to or adjacent to School Sites. Where it appears possible to achieve synergies between capital projects of the City and one or more of the Boards, and/or where there is potential for synergies with a project of a

private sector or non-profit sector entity, the Parties will make good faith efforts to explore such synergies and, where appropriate, enter into agreements to implement them;

- (c) **Consultation & Communication** – It is only through regular, ongoing consultation and communication that the respective needs and interests of the Parties can be identified, explored, understood, and prioritized;
- (d) **Flexibility** – Reserve Land is a limited resource. The Parties must be open to new and different methods of meeting their respective needs. The Parties must be willing to compromise and be flexible; and
- (e) **Openness** – In order for the needs of the Parties to be properly identified, explored, understood, and prioritized, the Parties must be open and direct in communicating their needs; and

K. In respect of provisions of this Agreement that address only the “process for discussing” matters specified in MGA section 670.1(3)(a) it is the objective of the Parties that such discussions will lead to definitive commitments and action plans in respect of those matters, and the Parties hereby commit to working diligently, collaboratively and in good faith in adherence to the Pillars set out above to achieve that objective,

NOW THEREFORE IN CONSIDERATION of the mutual commitment of the Parties to the principles contained in this Agreement regarding the joint use of facilities and planning of Reserve Land, the Parties agree as follows:

1. DEFINITIONS

2.1 In this Agreement, the following terms and grammatical variations thereof shall be interpreted as having the following meanings when capitalized:

- (a) "Agreement" means this Agreement, including any schedules, as amended from time to time.
- (b) "Alberta Education" means the provincial department responsible for funding and providing support to the Boards or any successor department.
- (c) "Alberta Infrastructure" means the provincial department responsible for the provision of funds for the construction of new Schools or any successor department.
- (d) "Arbitration Act" means the *Arbitration Act*, RSA 2000, c. A-43, as amended from time to time and any successor legislation.
- (e) "Area Structure Plan" or "ASP" means a statutory plan, adopted by Council by bylaw, pursuant to Section 633 of the Municipal Government Act, as amended from time to time.

- (f) "Boards" means Catholic Board, Francophone Board, Public Board and Sturgeon Board and the singular "Board" means any one of them.
- (g) "Catholic Board" means The Greater St. Albert Roman Catholic Separate School Division, or any successor board or authority.
- (h) "City" means the municipal corporation of the City of St. Albert or, where the context so requires, the area contained within the boundaries of the City.
- (i) "Chief Administrative Officer" or "CAO" means the person holding the office of Chief Administrative Officer of the City.
- (j) "Council" means the municipal council of the City.
- (k) "Dispute Resolution Process" means the dispute resolution process set forth in section 10 and Appendix B of this Agreement.
- (l) "Education Act" means the *Education Act*, SA 2012, c. E-0.3, as amended from time to time and any successor legislation.
- (m) "Effective Date" means September 2, 2025.
- (n) "Facility Plans" means the three (3) year capital and ten (10) year facility plans prepared by each of the Boards for Alberta Education.
- (o) "Francophone Board" means The Francophone Regional Authority of the Greater North Central Francophone Education Region (Conseil Scolaire Centre-Nord), or any successor board or authority.
- (p) "Land Use Bylaw" means the City's *Land Use Bylaw 18/2024*, as amended from time to time and any successor bylaw.
- (q) "Municipal Government Act" or "MGA" means the *Municipal Government Act*, RSA 2000, c. M-26, as amended from time to time and any successor legislation.
- (r) "Neighbourhood Plan" or "NP" means a Neighbourhood Plan as defined in and authorized by the City's *Neighbourhood Plan Bylaw 5/2022*, as amended from time to time and any successor bylaw.
- (s) "Parties" means the entities signing this Agreement collectively and Party shall mean one of the signatories.
- (t) "Pillars" means those fundamental concepts, set out in the recitals of this Agreement, that shall guide the discussions and actions of the Parties as they work together to meet the needs of residents of the City.

- (u) "Planning and Development Department" means the City department directly responsible for the evaluation and processing of Area Structure Plans, redistrictings, and subdivisions.
- (v) "Public Board" means The St. Albert School Division or any successor board or authority.
- (w) "Reciprocal Use" means the terms and conditions related to use of school facilities, municipal facilities and playing fields on Reserve Land, including matters relating to the maintenance of such facilities, booking of facilities and fields, payment of fees and other liabilities associated with such facilities as set out in Appendix A to this Agreement as amended from time to time by the Reciprocal Use Committee.
- (x) "Reciprocal Use Committee" means the committee established under Section 6 of this Agreement to establish and oversee the terms of Reciprocal Use.
- (y) "Reciprocal Use Space" means any facility, playground, or playing field identified in Appendix A to this Agreement.
- (z) "Recreation and Parks Department" means the City department directly responsible for the administration of Reciprocal Use between the City and the Boards.
- (aa) "Reserve Land" means municipal reserve, school reserve, or municipal and school reserve, as such terms are defined in the Municipal Government Act.
- (bb) "School Site Allocation Report" or "SSAR" means the report described in Section 3.2(f) of this Agreement.
- (cc) "School" means a building which is designed to accommodate students for instructional or educational purposes that is owned or controlled by a Board.
- (ff) "School Site" means a portion of Reserve Land that has been transferred to a Board or identified for transfer to a Board in accordance with the provisions of this Agreement, that includes:
 - (i) the School building envelope;
 - (ii) any parking, loading or drop-off facilities;
 - (iii) any landscaped yards required by the City's Development Authority (or by the Subdivision and Development Appeal Board or the Land and Property Rights Tribunal on appeal) as a condition of a development permit for a School development;

- (iv) lands necessary to allow for a proposed or future playground equipment site; and
- (v) such additional land as may reasonably be required for future temporary (e.g., modular) or permanent expansion of the School building or accessory buildings.
- (gg) “School Site Inventory” or “Inventory” means an inventory prepared and updated annually by the City in accordance with this Agreement, or in accordance with any prior agreement between the City and one or more of the Boards related to School Site allocation, showing the Reserve Lands that the City deems to be potential School Sites available for allocation to a Board by the Site Allocation Committee.
- (hh) "Site Allocation Committee" means the committee established under Section 4 of this Agreement.
- (ii) “Sturgeon Board” means The Sturgeon Public School Division or any successor board or authority.
- (jj) “Subdivision Authority” means the subdivision authority appointed by the City in accordance with the MGA.
- (kk) "Superintendent" means the chief executive officer of a Board.

2. [DELETED]

3. SCHOOL SITE IDENTIFICATION

- 3.1 Sections 3 to 5 of this Agreement do not apply to the Sturgeon Board and any reference to Board(s) contained in these sections does not include the Sturgeon Board.
- 3.2 The provisions set out in this paragraph 3.2 apply to establishing a framework for discussion between the Parties concerning identification of potential School Sites on Reserve Land, and to implementing a process for identifying School Sites available for the Boards:
 - (a) In order to establish a baseline for discussion of the School Site needs of the Boards, when preparing or working with a developer on preparation of an ASP or NP or an amendment to an ASP or NP, in respect of which a majority of the plan area is designated for residential use, the City will require at least one suitable site large enough to accommodate a School and an adjacent community park for playing fields and playgrounds that conforms to the City’s Open Space Standards and Guidelines and to any standards set forth in this Agreement for School Sites. The number, size and location of the identified School Sites (and if applicable, adjacent community park sites) in an ASP or NP or in an amendment to an ASP or

NP will be based on the best information available to the City and Boards regarding their respective needs and their population and student enrollment projections at the time the ASP, NP or amendment thereto is prepared. It is acknowledged by the Parties that Council has the ultimate authority to amend any ASP Bylaw at any time, including amendments that may change the number, size or location of previously identified school sites or remove such sites altogether from the ASP. Likewise, it is acknowledged by the Parties that the Director of the Planning and Development Department has authority to approve and amend a NP at any time, typically including more detailed and specific planning considerations which are consistent with an approved ASP.

- (b) When land is subdivided, the City will cause the Planning and Development Department to recommend that the Subdivision Authority (or the Subdivision and Development Appeal Board or the Land and Property Rights Tribunal on appeal) require that, as a condition of subdivision approval, the maximum amount of Reserve Land allowed under the MGA be dedicated immediately or deferred for future dedication.
- (c) When land is subdivided, the City will cause the Planning and Development Department to recommend to the Subdivision Authority (or to the Subdivision and Development Appeal Board or the Land and Property Rights Tribunal on appeal) that all Reserve Land be dedicated upon registration of the relevant subdivision plan as municipal reserve.
- (d) The Boards will be responsible for articulating to the City their School Site requirements and for providing further information about their School Site requirements to the City on an ongoing basis when requested to do so, in a timely and understandable fashion. At minimum, the Boards shall provide the City with a copy of their respective capital plans on an annual basis.
- (e) The City will to the best of its ability, given the constraints of the MGA, the evolving nature of information available as to the needs of the Parties, and the changing demographics of the community over time, plan for enough adequately sized School Sites to meet the needs of the Boards.
- (f) In the first quarter of the City's fiscal year, the City, working collaboratively with the Boards, will conduct a review of potential School Sites and community park sites and prepare and deliver to the Boards a School Site Allocation Report (herein referred to as "SSAR") containing an updated School Site Inventory (herein referred to as the "Inventory"). The purpose of the Inventory is to identify for the Site Allocation Committee what Reserve Land (or other land in the case of a proposed substitution of land pursuant to clause (g) of this section) is available to be allocated for construction of a School, with the objective of assisting a Board that receives such a Reserve Land allocation in its efforts to secure firm funding commitments from the Province of Alberta for construction of a

new School. The SSAR will be made available to the public in compliance with the City' public engagement policies or guidelines.

- (g) When preparing the updated Inventory for an annual SSAR the City shall not remove from the Inventory a site identified in an iteration of the Inventory associated with a previous annual SSAR except where that site was not allocated within the 20-year allocation period contemplated under clause (j) of this section, or in conjunction with a City proposal for new land to substitute for land that the City wishes to remove from the Inventory before the expiry of the 20-year allocation period. Land that the City proposes in substitution for land to be removed from the Inventory must be a reasonable substitute for the removed land.
- (h) In determining whether to include any Reserve Land in the Inventory the City may take into account any information or factor it considers relevant, including without limitation:
 - (i) whether Reserve Land is identified as a potential School Site in an approved ASP;
 - (ii) the capital spending plans of each Board;
 - (iii) any guidance or tentative funding commitments from Alberta Education, Alberta Infrastructure or other provincial department, as applicable;
 - (iv) alternative or competing claims or desires for the Reserve Land from other stakeholders including the City itself; and
 - (v) the extent to which one or more Boards have lands available (or have agreements with third parties to acquire) for School Sites any land that is not Reserve Land.
- (i) The City's decision to include or not include any Reserve Land in the Inventory may be challenged by any Board through the Dispute Resolution Process set out in this Agreement, only on the basis of an allegation that the City's decision was patently unreasonable.
- (j) Subject to clauses (f), (g) and (k) of this section 3.2, Reserve Land added to the Inventory shall remain in the Inventory until the end of the twentieth calendar year following the year it first appeared in the Inventory. Any Reserve Land that has not been allocated to a Board for School construction purposes within that twentieth-year time period may be removed from the Inventory in the next following SSAR. For Reserve Land that was added to an Inventory under a prior agreement between the City and one or more of the Boards, the 20-year allocation period starts to run from the time the site was first identified as being available. If the 20-year period has expired and the City intends to remove Reserve Land from the Inventory, the City must first give notice to the Boards and provide them a

reasonable opportunity to request the Reserve Land remain on the Inventory based on a need for School Sites at that time. Notwithstanding the foregoing, Reserve Land that is included in a Board's capital plan shall not be removed from the Inventory at any time unless the respective Board has agreed to its removal.

- (k) After having given notice of a proposed substitution of land in the Inventory pursuant to clause (g) of this section and having afforded the Boards a reasonable opportunity to discuss with each other and with the City the proposed land substitution, the City may at any time upon written notice to all of the Boards advise that the Reserve Land specified in the notice will be removed from the Inventory and replaced with other land owned by the City that the City will make available for nominal consideration for the purpose of School construction if that land is allocated for that purpose to a Board by the Site Allocation Committee. Any Board may challenge the City's choice of substitute land for the Inventory using the Dispute Resolution Process in this Agreement, and if the challenge is successful then the City's intended removal of Reserve Land from the Inventory will not take place, provided that the City may make the same or a similar proposal for substitution of land in the Inventory in conjunction with a future SSAR.
- (l) School Sites must meet the following criteria to be included in the Inventory:
 - (i) Sites must be serviced to the property line with sufficient services to reasonably serve a School at that location, or reasonably anticipated to be capable of having such services by the time of transfer to the relevant Board;
 - (ii) Geotechnical information must be available for the Sites; and
 - (iii) Sites must be suitable for the purposes of development.
- (m) The City will cooperate with the Boards to complete the Site Readiness Checklist and any other documentation related to School Site preparation required by the province.
- (n) School Sites shall not be identified in an SSAR or in any other document or any other manner as being available to only one Board.
- (o) Neither the City nor the developer shall determine what type of school is to be constructed on a School Site, unless a determination was made in an ASP prior to the Effective Date of this Agreement, or the Parties otherwise agree.
- (p) The City is free to dispose of any Reserve Land that is not in the Inventory, in any manner and for any purpose allowed under the MGA, without the need for consent or approval from any Board.

- (q) Notwithstanding any other provision of this Agreement:
- (i) if the Council makes an amendment to an ASP that has the effect of removing a School Site from the ASP, then if that School Site has not yet been allocated to a Board it shall be removed from the Inventory and in such case the City shall consider providing another site in substitution thereof;
 - (ii) if the Council makes an amendment to an ASP that has the effect of adjusting the size or location of a School Site, then the description of the School Site in the Inventory (or as allocated by the Site Allocation Committee) shall be deemed adjusted to conform with the amended ASP; and
 - (iii) if the City believes that there is a pressing need to substitute other land for a School Site in the Inventory, at a time that does not fit with the annual SSAR cycle, then the City may make a proposal to the Boards for such substitution without awaiting the normal time for an annual updated Inventory, and in such case all the provisions of this Agreement respecting substitution of land for a School Site in the Inventory shall apply with all necessary modifications.
- (r) The Parties commit to work cooperatively during the School Site planning process to address the needs of the Boards for School Sites.

6. SCHOOL SITE ALLOCATION PROCESS

- 4.1 Subject to Section 4.2 of this Agreement, the Site Allocation Committee will determine the allocation of a School Site from the Inventory to a Board for construction of a School, and upon such allocation the site will be removed by the City from the Inventory.
- 4.2 If there are competing claims between two (2) or more Boards for allocation of a School Site, the Boards shall, at their own cost, resolve the question of site allocation between themselves using, if necessary, the Dispute Resolution Process. For greater clarity, the City is not a Party to a dispute arising under this section and shall bear no costs under the Dispute Resolution Process.
- 4.3 Once a School Site is allocated to a Board, if construction has not commenced within five years of allocation, the allocation is no longer in effect, the City will return the School Site to the Inventory and it will become available for allocation to the same Board at a later time or to another Board. For School Sites that are already allocated to a Board as of the Effective Date of this Agreement, the Board shall have five (5) years from the Effective Date to commence construction of the School Site, failing which the allocation ceases to be in effect, the School Site will be returned by the City to the Inventory and will become available for allocation to the same Board at a later time or to another Board. If a School Site is returned to the Inventory pursuant to this section 4.3, it does not restart the

20-year allocation period outlined in subsection 3.2(j) and the 20 years continues to run from the time the School Site was first identified on an Inventory.

- 4.4 The City will transfer a School Site to a Board after:
- (i) the Site Allocation Committee has allocated the School Site to the Board for construction of a School;
 - (ii) the Board has forwarded to the City the written approval of funding for School construction on the School Site that it has received from the Province of Alberta;
 - (iii) the School Site has been districted so that a School is a permitted or discretionary land use under the Land Use Bylaw;
 - (iv) the Board has an approved development permit for the School and has submitted building plans for the School to the City for review; and
 - (v) a plan of survey has been endorsed by which the School Site will be subdivided from Reserve Land (if applicable) and registered at the Land Titles Office as School Reserve.
- 4.5 The City will pay the following costs associated with the transfer of a School Site to a Board: the costs of applying for subdivision, the costs of preparing any subdivision plan, and costs associated with registering the transfer and other required documents at the Land Titles Office.
- 4.6 Subject to applicable legislation, if a Board concludes that it no longer requires a School Site previously transferred to it by the City and declares that the School Site is surplus to the Board's needs, the Board shall transfer the School Site back to the City in accordance with the MGA and other applicable legislation. The transfer to the City shall be made within one hundred and eighty (180) days of the later of the Board's declaration or ministerial approval of the declaration. The City shall take the School Site as is, where is, including any buildings on the School Site. The land shall be transferred to the City at no additional cost to the City save and except for the cost of registering the transfer of land. Upon transfer of the School Site back to the City, the City shall return the land to the Inventory and it will again become available for allocation to another Board.
- 4.7 Subject to applicable legislation, if a Board has non-reserve land and concludes that such land is surplus to its need, whether there are improvements on the land or not at the time of the declaration:
- (a) The Parties shall collectively determine if another Board requires the land and improvements (if applicable).
 - (b) The Board declaring the surplus will apply to the Minister of Education of Alberta indicating a Board's interest in the site if such an interest exists.

- (c) Upon ministerial declaration of surplus, and if the land is not being transferred to another Board for educational purposes or being otherwise dealt with under applicable legislation:
 - (i) The Board shall provide the City notice of its intention to dispose of the lands and improvements, if applicable, and shall provide the City the first priority right to purchase the land and improvements for fair market value as determined by the respective Board, acting reasonably.
 - (ii) The City shall, within one hundred twenty (120) days of notice being provided by the Board, provide a decision on the purchase the land and improvements.
 - (iii) If the City chooses to not purchase the lands and improvements, the Board can sell the land and improvements to a third party/parties, in its sole and absolute discretion, in accordance with applicable legislation.

4.8 From time to time the Site Allocation Committee may pre-allocate School Sites to the Boards. Such pre-allocations are done for general planning purposes only. The Boards agree to work together reasonably based on such pre-allocations, however pre-allocations are not binding on the parties or the Site Allocation Committee and may be revisited at any time upon request by the Boards or any of them. No pre-allocation of a School Site shall prevent a Board from seeking to obtain such site, however if a Board intends to seek to obtain a School Site that has been pre-allocated to another Board the Board seeking funding shall notify the other Board as soon as reasonably practicable of its intention to do so.

7. SITE ALLOCATION COMMITTEE

7.1 The Parties hereby establish the Site Allocation Committee. The voting members of the Site Allocation Committee are the Superintendents of each Board (or their designates). The CAO (or designate) is also entitled to attend at meetings of the Site Allocation Committee and participate in its discussions but does not have a vote.

5.2 The role of the Site Allocation Committee is to:

- (d) review the Facility Plans of each of the Boards annually;
- (e) determine how School Sites that are on the School Site Inventory or anticipated to be added to the School Site Inventory might be allocated among the Boards based on the annual review of the updated Facility Plans of the Boards;
- (f) review proposed ASPs (and where applicable, Neighbourhood Plans) or amendments to ASPs (and where applicable, Neighbourhood Plans) in order to advise the City on whether a proposed plan or amendment reflects the identified needs of the Boards;
- (g) contribute to the completion of the annual SSAR; and

- (h) subject to Section 4.2 of this Agreement, allocate School Sites among the Boards.
- 5.3 The Site Allocation Committee shall meet at least once annually. Additional meetings may be scheduled as required.
- 5.4 The Chairperson of the Site Allocation Committee shall be chosen by its voting members prior to the commencement of each meeting.
- 5.5 The City shall provide at its own cost the necessary personnel and resources to support meetings of the Site Allocation Committee and maintain its minutes and other records.
- 5.6 The Site Allocation Committee shall adopt such rules of procedure as may be agreed upon by its members, consistent with any rules prescribed by Alberta Education and/or Alberta Infrastructure.
- 5.7 Minutes shall be kept by City's administrative support for all meetings of the Site Allocation Committee. Copies of the minutes of the meetings shall be provided to all Parties within ten (10) business days of the meeting.
- 5.8 As soon as reasonably practical after the Effective Date, the Site Allocation Committee shall meet with City representatives to discuss and clarify the process for the review and circulation of information on proposed Area Structure Plans (and where applicable, Neighbourhood Plans) and amendments to Area Structure Plans (and where applicable, Neighbourhood Plans).
- 5.9 Members of the Site Allocation Committee may bring to the meetings of the Site Allocation Committee additional staff from the Boards, as necessary, to provide assistance to the members of the Site Allocation Committee in the carrying out of their responsibilities under this Agreement.

8. RECIPROCAL USE

- 6.1 The initial terms of Reciprocal Use are set out in Appendix A to this Agreement.
- 6.2 Fees shall not be charged by the Parties for Reciprocal Use, except as outlined in Appendix A to this Agreement.

9. RECIPROCAL USE COMMITTEE

- 7.1 The Parties hereby establish the Reciprocal Use Committee. The voting members of the Reciprocal Use Committee are the Chief Administrative Officer (or designate) and the Superintendents (or designates) of each of the Boards.
- 7.2 The Parties hereby delegate the authority to amend the terms of Reciprocal Use as set out in Appendix A to the Reciprocal Use Committee:

- 7.3 Any amendments to the terms of Reciprocal Use must be approved by the CAO (or designate) and a majority of the other members (or designates) of the Reciprocal Use Committee, unless Appendix A states otherwise.
- 7.4 Changes to the terms of Reciprocal Use will be captured in minutes of the Reciprocal Use Committee and reflected in updates to Appendix A within a 5 year cycle.
- 7.5 The role of the Reciprocal Use Committee shall be to:
 - (d) review the terms of Reciprocal Use as set forth in Appendix A and approve amendments to the terms of Reciprocal Use where appropriate;
 - (e) provide a forum to discuss issues of mutual interest related to Reciprocal Use;
 - (f) address operational concerns related to Reciprocal Use identified by the Parties or the public;
 - (g) report annually to the Parties on Reciprocal Use and amendments to the terms of Reciprocal Use.
- 7.6 The Reciprocal Use Committee shall meet at least once annually to review the terms of Reciprocal Use. Additional meetings may be scheduled if required.
- 7.7 The Chairperson of the Reciprocal Use Committee shall be chosen by its voting members prior to the commencement of each meeting.
- 7.8 The City shall provide at its own cost the necessary personnel and resources to support meetings of the Reciprocal Use Committee and maintain its minutes and other records.
- 7.9 The Reciprocal Use Committee shall adopt such rules of procedure as may be agreed upon by its members.
- 7.10 Minutes shall be kept by the City's administrative support for all meetings of the Reciprocal Use Committee. Copies of the minutes of the meetings shall be provided to all Parties within fifteen (15) business days of the meeting.
- 7.11 Members of the Reciprocal Use Committee may bring to the meetings of the Reciprocal Use Committee additional staff from the City and/or the Boards, as necessary, to provide assistance to the members of the Reciprocal Use Committee in the carrying out of their responsibilities under this Agreement.
- 7.12 The Reciprocal Use Committee may delegate any of its responsibilities to a subcommittee or committees, except approval of amendments to Reciprocal Use, which must be approved by the Reciprocal Use Committee.

10. TERM

- 8.1 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 amended by the Parties.
- 8.2 This Agreement shall be reviewed every five (5) years with the first such review scheduled to be conducted in 2030.
- 8.3 Except as provided otherwise herein, this Agreement shall not be modified, varied, or amended except by the written agreement of all of the Parties.

11. TERMINATION

- 9.1 No Party to this Agreement shall unilaterally terminate or withdraw from this Agreement unless an agreement of this nature is no longer required by the MGA or any other applicable legislation. If applicable legislation no longer requires an agreement of this nature, any Party may withdraw from this Agreement on notice to the other parties, such notice to take effect on the later of 120 days following the date of such notice or on June 30th of the year in which notice is given.
- 9.2 If a Party believes this Agreement is no longer serving their interests, that Party shall give all other Parties written notice of their request to review this Agreement for the purpose of amending it, and such notice shall provide particulars of the amendments the requesting Party desires.
- 9.3 If written notice requesting a review for the purpose of amending this Agreement is sent, the Parties shall commence a review of this Agreement within 30 days of the date the last Party received the written notice and shall seek consensus on the amendments.
- 9.4 If within 120 days following commencement of the review referenced in clause 9.3 the Parties have not agreed on amendments to this Agreement, then any Party may engage the Dispute Resolution Process.
- 9.4 This Agreement shall remain in effect during a review outlined in clause 9.3 until such time as an amended agreement has been agreed upon by all Parties.

12. DISPUTE RESOLUTION

- 10.1. The Parties agree to work together in good faith to resolve any disputes arising between them as efficiently and cost effectively as possible.
- 10.2. The Parties shall:
- (d) make bona fide efforts to resolve all disputes by amicable negotiations;
 - (e) provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations; and
 - (f) respect the Pillars set out in this Agreement.

- 10.3. Any disputes under this Agreement that cannot be resolved under this section 10 shall be resolved in accordance with Appendix B.

13. ADDRESS FOR NOTICES

- 13.1 Any notices under this Agreement given to the City and to the Boards shall be deemed to be sufficiently given if personally delivered or sent by prepaid registered mail addressed as follows:

To the City at:

The City of St. Albert
3rd Floor, St. Albert Place
5 St. Anne Street
St. Albert, Alberta T8N 3Z9
Attention: Chief Administrative Officer

To the Catholic Board at:

The Greater St. Albert Roman Catholic Separate School Division
6 St. Vital Avenue
St. Albert, Alberta T8N 1K2
Attention: Superintendent

To the Francophone Board at:

The Francophone Regional Authority of the Greater North Central
Francophone Education Region
#322, 8627- 91 Street
Edmonton, Alberta T6C 3N1
Attention: Superintendent

To the Public Board at:

St. Albert School Division
60 Sir Winston Churchill Avenue
St. Albert, Alberta T8N OG4
Attention: Superintendent

To the Sturgeon Board at:

Sturgeon Public Schools
Frank Robinson Education Centre
9820 - 104 Street
Morinville, AB T8R 1L8

or to any other address as may be designated in writing from time to time by the City and the Boards. Notice given by registered mail, if posted in Alberta, shall be deemed to have been received on the fifth business day following the date on

which such notice is mailed. In the event of a postal strike, notice may only be given by personal delivery. Notices given by personal delivery shall be deemed to have been received on the next business day following the date of delivery.

14. SUCCESSORS

- 14.1 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 City and the Boards.

15. INTERPRETATION

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

16. TIME OF THE ESSENCE

- 16.1 Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the City 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 City and the Boards.

17. NON-WAIVER

- 17.1 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.

18. NON-STATUTORY WAIVER

- 18.1 The City 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 City of any approval or permit as may be required pursuant to the MGA and any other Act in force in the Province of Alberta. The City, 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 City, 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.

16.2 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 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.

19. SEVERABILITY

19.1 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.

20. FORCE MAJEURE

20.1 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:

- (d) an inability to obtain materials, goods, equipment, services, utilities or labour;
- (e) any statute, law, bylaw, regulation, order in Council, or order of any competent authority other than one of the parties;
- (f) 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;
- (g) a strike, lockout, slowdown, or other combined action of works;
- (h) an act of god.

18.2 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.

21. INSURANCE

21.1 Throughout the term of this Agreement, 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 on an occurrence form, which shall include:

- (d) Bodily injury, personal injury, death and damage to property;
- (e) The other Parties as additional insureds;
- (f) Contingent employer's liability; and
- (g) A severability of interests clause, a cross-liability clause, and an undertaking by the insurer to notify the other parties of any cancellation of the insurance.

19.2 Throughout the term of this Agreement, the Parties shall at all times carry and continue to carry all risk property insurance in an amount sufficient to cover the replacement of that Party's Reciprocal Use Spaces.

19.3 Throughout the term of this Agreement, the Parties shall at all times carry and continue to carry such other forms of insurance which a prudent party under similar circumstances would carry.

19.4 At all times when requested by any of the other Parties, each Party shall provide the others with proof of insurance as required by this Agreement.

19.5 The Parties may from time to time agree to amend the insurance requirements set forth in this Agreement including by requiring higher coverage amounts or by requiring additional types of insurance coverage.

22. INDEMNIFICATION

22.1 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. This obligation is in addition to the indemnity provisions set forth in Appendix A of this Agreement.

The City and the Boards hereby execute this Agreement by the hands of their respective, duly authorized signatories.

THE CITY OF ST. ALBERT

Per:

Mayor

Per:

Chief Administrative Officer

**THE GREATER ST. ALBERT ROMAN CATHOLIC
SEPARATE SCHOOL DIVISION**

Per: _____
Chair

Per: _____
Superintendent

**THE FRANCOPHONE REGIONAL AUTHORITY OF THE
GREATER NORTH CENTRAL FRANCOPHONE
EDUCATION REGION**

Per: _____
Chair

Per: _____
Superintendent

THE ST. ALBERT SCHOOL DIVISION

Per: _____
Chair

Per: _____
Superintendent

THE STURGEON PUBLIC SCHOOL DIVISION

Per: _____
Chair

Per: _____
Superintendent

APPENDIX A

RECIPROCAL USE OPERATING DIRECTIVES

NOTE FROM CRAIG WALKER: As mentioned in my December 18, 2024 email, Appendix A has been removed from this version of the JUPA document for now. We will revisit this section at a later date. However, Appendix B is included, beginning on the next page. Thanks!

APPENDIX B

DISPUTE RESOLUTION PROCEDURE

1. Definitions

In addition to the definitions set out in the Agreement, in this Appendix, the following words and phrases have the following meanings:

“Arbitrator” means the person appointed to act as such to resolve any Dispute;

“Arbitration” means a process whereby each of the Parties, with or without legal counsel, agrees to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any Disputes;

“Dispute” means any disagreement or controversy among any of the Parties concerning any matter arising out of this Agreement;

“Disclosed Information” means the information disclosed by a Party for the purpose of settlement, negotiation, Mediation or Arbitration;

“Mediation” means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar non-binding dispute resolution process;

“Mediator” means the person appointed to facilitate the resolution of a Dispute among the Parties;

“Party” means a party to the agreement to which this Dispute Resolution Procedure is attached, and “Parties” means more than one of them;

“Representative” means:

- (i) In the case of the City, the Chief Administrative Officer (or designate); and
- (ii) In the case of the Boards, the Superintendent (or designate).

2. Dispute Process

In the event of any Dispute, the Parties agree that they shall undertake a process to promote the resolution of a Dispute in the following order:

- (a) first, by negotiation;
- (b) second, by way of Mediation; and
- (c) third, by Arbitration.

3. Negotiation

- (a) A Party shall give written notice (“Dispute Notice”) to the other Party(ies) of a Dispute and outline in reasonable detail the relevant information concerning the Dispute.
- (b) Within 7 days following receipt of the Dispute Notice, the Representatives Parties shall meet and attempt to resolve the Dispute through discussion and negotiation.
- (c) If the Representatives cannot resolve the Dispute within 15 days of their first meeting, the Dispute shall be referred to Mediation.

4. Mediation

- (a) The initiating Party shall provide the other Party with written notice (“Mediation Notice”) specifying the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated the mediator and any agreed statement of facts.
- (b) Both Parties shall provide the Mediator access to all records, documents and information that the mediator may reasonably request.
- (c) Both Parties shall meet with the Mediator at such reasonable times as may be required and shall, through the intervention of the mediator, attempt to negotiate in good faith in order to resolve the dispute.
- (d) All proceedings involving a Mediator shall be without prejudice.
- (e) If the Mediation is not completed within 60 days from the date of receipt of the Dispute Notice, or as extended by mutual agreement of both parties, the Mediation shall be terminated.

5. Arbitration

- (a) If the Mediation fails to resolve the Dispute, the Dispute shall be submitted to binding Arbitration. The initiating Party shall provide the other Party with written notice (“Arbitration Notice”) specifying the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated. A failure to respond to the Arbitration Notice within 15 days shall be deemed to constitute a refusal to proceed with Arbitration.
- (b) The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (“the Rules”) established from time to time by the ADR Institute of Canada Inc., unless the Parties agree to modify the same pursuant to any arbitration agreement. The Arbitration Act (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail. The Arbitration shall be conducted by a single arbitrator.

- (c) The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within 45 days. The Arbitrator's decision is final and binding but is subject to appeal or review by any court of tribunal on points of law.

6. Extensions

The Parties may extend any of the timelines within this Appendix by written agreement.

7. Location

The place for Mediation and Arbitration shall be in the City of St Albert unless agreed to by the Parties.

8. Selection of Mediator and Arbitrator

- (a) The Party initiating the Dispute shall provide the other Party with the names of three Mediators or Arbitrators. If the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator within 10 days after receipt of the Mediation Notice or Arbitration Notice, the Party receiving the Notice of Dispute shall provide the names of three Mediators or Arbitrators acceptable to that Party. If the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator within 10 days after receipt of the list from the other Party, the Party initiating the Dispute may make an application to the Court of King's Bench for the appointment of a single Mediator or Arbitrator, as the case may be, from the list of Mediators and Arbitrators shared between the Parties. The Party initiating the Dispute shall provide at least 10 days' notice to the other Party of the application.
- (b) Any Mediator or Arbitrator shall have suitable training and experience, and who in respect of the subject matter of the Dispute has a reasonable practical understanding of the Dispute.

9. Costs

Subject to any direction of the Arbitrator, the Parties shall bear their respective costs incurred in connection with the negotiation, and, if applicable, Mediation and Arbitration except that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration.

10. Disclosed Information

All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver or privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery, each Party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator, and if applicable, Arbitrator shall not be subpoenaed or otherwise compelled

as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this agreement. Nothing in this dispute resolution procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.