

**MEDICINE HAT PUBLIC BOARD OF EDUCATION OPERATES AS MEDICINE HAT PUBLIC SCHOOL DIVISION,
AND FOR THE PURPOSE OF THIS DOCUMENT WILL BE REFERRED TO AS "MHPSD" AND/OR "DIVISION"**

SECTION 800 – Facilities and Transportation

ADMINISTRATIVE PROCEDURE - EXHIBIT: JOINT USE AGREEMENT

<i>EXHIBIT CODE:</i>	<i>800 E 002</i>
Policy Reference: 800 – Facilities and Transportation	Procedure Code Reference: 800 AP 002 – Use of School Facilities

EXHIBIT

See below for agreement.

Revised: July 1, 2025

JOINT USE AND PLANNING AGREEMENT

This agreement made this 1st day of July, 2025

BETWEEN

CITY OF MEDICINE HAT

OF THE FIRST PART

-and-

THE MEDICINE HAT PUBLIC BOARD OF EDUCATION

OF THE SECOND PART

-and-

MEDICINE HAT CATHOLIC BOARD OF EDUCATION

OF THE THIRD PART

-and-

THE BOARD OF GOVERNORS OF MEDICINE HAT COLLEGE

OF THE FOURTH PART

-and-

CAPE - CENTRE FOR ACADEMIC AND PERSONAL EXCELLENCE INSTITUTE

OF THE FIFTH PART

-and-

PRAIRIE ROSE SCHOOL DIVISION

OF THE SIXTH PART

-and-

**THE FRANCOPHONE REGIONAL AUTHORITY OF
SOUTHERN FRANCOPHONE EDUCATION REGION
(CONSEIL SCOLAIRE FRANCOSUD)**

OF THE SEVENTH PART

WHEREAS:

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

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

It is the responsibility of each of the Boards, to develop and deliver educational programs and provide the necessary facilities for such programs; and

The joint use of City Facilities and School 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; and

The Parties support the principle of sharing the cost of publicly funded activities to maximize the benefit of access to students and citizens of the City of Medicine Hat; and

The *Municipal Government Act* allows the City to obtain Reserve Land as lands within the City are subdivided to meet the open space and site needs of the City and the Boards; and

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

The City, the Public School Board, the Catholic School Board and the MHC Board entered into a Joint Use Agreement on April 20, 1999 whereby they agreed to allow the joint use of certain facilities; and

The City, the Public School Board, the Catholic School Board and the MHC Board entered into an updated Joint Use Agreement on September 27, 2017 whereby they agreed to allow the joint use of certain facilities; and

On October 19, 2018, the City, the Public School Board, the Catholic School Board and the MHC Board entered an amending agreement to Joint Use Agreement entered September 27, 2017; and

The City, the Public School Board, the Catholic School Board and the MHC Board wish to reaffirm their commitment to the principles of the shared use of Facilities and future planning required of Reserve Land in the City by entering into this Agreement; and

The CAPE Board, the Prairie Rose Board and the Francophone School Board wish to acknowledge their commitment to the principles of the shared use of Facilities and future planning required of Reserve Land in the City by entering into this Agreement.

NOW THEREFORE IN CONSIDERATION of the mutual commitment to the joint use of Facilities and planning Reserve Land, the sufficiency of which is hereby irrevocably acknowledged, the Parties agree to the following:

1. DEFINITIONS

- 1.1 **“Agreement”** means this Joint Use and Planning Agreement;
- 1.2 **“Arbitration Act”** means the *Arbitration Act*, RSA 2000, c. A-43;
- 1.3 **“Area Structure Plan”** means an area structure plan pursuant to the *Municipal Government Act* providing direction for land uses for a defined area within the municipality;
- 1.4 **“Board”** means the Public School Board, the Catholic School Board, the MHC Board, the CAPE Board, the Prairie Rose Board or the Francophone School Board;

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- 1.5 **“Board’s Operational Requirements”** means a Board’s requirements:
- (a) to provide instruction to students during School Hours;
 - (b) to allow for school events, school related activities and extra-curricular activities;
 - (c) to perform regular maintenance and unplanned maintenance; and,
 - (d) at times when the Facilities are not available for use, including Saturdays, Sundays and Statutory holidays;
- 1.6 **“CAPE Board”** means the Centre for Academic and Personal Excellence Institute and any successor board or authority;
- 1.7 **“CAO”** means the City Manager of the City or the City Manager’s delegate;
- 1.8 **“Catholic School Board”** means Medicine Hat Catholic Board of Education and any successor board or authority;
- 1.9 **“City”** means the municipal corporation of the City of Medicine Hat, or where the context requires, the area contained within the boundaries of the City;
- 1.10 **“City Facilities”** means the buildings and other properties able to accommodate students for instructional or educational purposes that are owned or controlled by the City and includes those facilities identified in Schedule B;
- 1.11 **“City Operational Requirements”** includes regularly scheduled activities, classes and courses, special City events, and regular maintenance and unplanned maintenance;
- 1.12 **“Community User Group”** means a group approved by the City in accordance with s. 19 of this Agreement;
- 1.13 **“Council”** means the municipal Council of the City;
- 1.14 **“Day”** means any one of the seven (7) days in a week;
- 1.15 **“Education Act”** means the *Education Act*, SA 2012, c. E-0.3;
- 1.16 **“Effective Date”** means July 1, 2025;
- 1.17 **“Facilities”** means City Facilities and School Facilities;
- 1.18 **“Facility Plans”** means, in relation to School Facilities, any capital plan as prepared by each Board in consultation with Alberta Education, and any facility plan as developed by the Boards in relation to a Facility as required;
- 1.19 **“Francophone School Board”** means the Conseil Scolaire Francosud and any successor board or authority;
- 1.20 **“Force Majeure”** means any act of God, pandemic or unusual disease outbreak, major storms, civil disturbance, labour dispute or any similar major event or occurrence not within the control of a

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- Party and which by the exercise of due diligence by such Party could not have been reasonably prevented, but lack of funds on the part of Party is not a Force Majeure;
- 1.21 **"Hazardous Substance"** means the same as hazardous substance defined in the *Environmental Protection and Enhancement Act*, RSA 2000, c. E-12;
- 1.22 **"Joint Use Space"** means those portions of a City Facility identified in Schedule B or School Facility, which is maintained by the City with annual submissions of revisions by the School Boards, as being available for booking by the Parties or Community User Groups;
- 1.23 **"MHC"** means The Board of Governors of Medicine Hat College and any successor board or authority;
- 1.24 **"Money-in-Lieu"** means those monies held jointly or severally, with or without restriction, by the parties to this agreement, or by any of them, being monies which are or have been required to be provided as "money in place" of Municipal Reserve, School Reserve, or Municipal and School Reserve by the subdivision authority under the provisions of the *Municipal Government Act* or Previous Planning Legislation;
- 1.25 **"Municipal Development Plan"** means a municipal development plan or an amendment to a municipal development plan under the *Municipal Government Act*;
- 1.26 **"Municipal Government Act"** means the *Municipal Government Act*, RSA 2000, c. M-26;
- 1.27 **"Municipal Reserve"** has the meaning set out in the *Municipal Government Act*, s. 616(o);
- 1.28 **"Municipal and School Reserve"** has the meaning set out in the *Municipal Government Act*, s. 616(p);
- 1.29 **"Operating Committee"** or **"OC"** is the committee established under s. 9.1 of this Agreement;
- 1.30 **"Party"** means the City or any one of the Boards and **"Parties"** means two or more of them;
- 1.31 **"Planning Committee"** or **"PC"** is the committee established under s. 8.1 of this Agreement;
- 1.32 **"Prairie Rose Board"** means the Prairie Rose School Division and any successor board or authority;
- 1.33 **"Public School Board"** means the Medicine Hat Public Board of Education and any successor board or authority;
- 1.34 **"Reserve Land"** means Municipal Reserve, School Reserve, or Municipal and School Reserve or any or all of them;
- 1.35 **"School"** means a building which is designed to accommodate students for instructional or educational purposes that is owned or controlled by a Board;
- 1.36 **"School Facilities"** means school buildings, non-school building and other properties designed to accommodate students for instructional or educational purposes that are owned or controlled by a Board;

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- 1.37 **“School Hours”** means the hours between 7:00 AM to 6:30 PM, Monday through Friday; excluding July and August;
- 1.38 **“School Portion”** means the portion of Reserve Land identified for transfer to a Board that includes the School building footprint, any parking, loading or drop off facilities, any landscaped yards around the building, land for a playground equipment site, and land needed for future expansion of the School building based on the ultimate design capacity of the School;
- 1.39 **“School Purposes”** means:
- (a) reclaiming abandoned school sites,
 - (b) acquisitions of land for high schools (high schools only),
 - (c) City acquiring land in an area where the City has limited reserve land (compensating the school for the land that they could otherwise sell on the market),
 - (d) expansion of a large high school site for growth, if required, or
 - (e) other uses which must be discussed as a whole by the parties.
- 1.40 **“School Reserve”** has the meaning set out in the Municipal Government Act, s. 616(cc);
- 1.41 **“School Site”** means the portion of Reserve Land used or intended to be used for the purpose of constructing and operating a School, and includes land for the school building footprint, any parking, loading or drop off facilities, any landscaped yards around the building, land for a playground equipment site, and land needed for future expansion of the school building based on the ultimate design capacity of the school; and
- 1.42 **“Superintendent”** means the chief executive officer of a Board or their delegate.

2. **PREAMBLE AND SCHEDULES**

- 2.1 The preamble forms part of this Agreement.
- 2.2 The following Schedules form part of this Agreement:
- (a) Schedule A - School Site Guidelines;
 - (b) Schedule B – City Facilities
 - (c) Schedule C - Educational Facilities Fee Schedule;
 - (d) Schedule D - Criteria for Community User Group; and
 - (e) Schedule E - Dispute Resolution Process.

3. PRINCIPLES

3.1 The Parties agree that in entering into this Agreement they are committing to the following principles with respect to the joint use of City Facilities and School Facilities:

- (a) ***Respect for Autonomy*** - Each Party is an independent, autonomous entity and has the right to determine which of their facilities shall be made available as Joint Use Space based on what the Boards and City Council believe to be in the best interests of the people they serve.
- (b) ***Cooperation and Partnership*** - The Parties shall work together as partners, recognizing that the needs of the public for educational, cultural, and recreational opportunities can best be achieved through a combination of their respective resources and by the Parties working in conjunction with each other.
- (c) ***Efficiency and Effectiveness*** - The joint use of City Facilities and School Facilities is an important tool in providing a high standard of educational, cultural and recreational opportunities for residents in a manner that reduces or eliminates the need to duplicate facilities thereby saving costs and making the most effective use of the limited economic resources of the Parties.

The fees charged by the Board for the use of School Facilities reflect a reasonable return on incremental costs incurred by the Boards.

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

4. CONSULTATION WITH OTHER MUNICIPALITIES

- (a) The parties acknowledge that the Schools that are available as Joint Use Space may be accessed by community groups, residents and user groups that are located or reside outside the City in accordance with a Joint Use and Planning Agreement with other municipalities.
- (b) The City will make available at the request of the Division/Boards designated representative(s), and will be given access to and have use of the City Facilities when the City does not require the area for student use. First priority will always be for City purposes and local community student use.
- (c) The parties further acknowledge that the Schools that are currently located within the City have been designed, built and funded for and by ratepayers within and without the City's boundaries, as well as Provincial funding.
- (d) In lieu of a single agreement involving participation by all of the municipalities in which the Boards operate, the parties agree to consult and involve other municipalities that are served by the same Board or Boards on an issue-by-issue basis as needed to share access to the Schools and to plan for and acquire future School sites. One or more separate agreements between the parties and these other municipalities may be created as needed; provided the agreements do not conflict with this Agreement.

5. REPRESENTATION AND WARRANTY OF THE PARTIES

5.1 Each Party represents and warrants the following:

- (a) that the execution of this Agreement and performance of the Party's obligations under this Agreement have been duly authorized by all necessary Council or Board action, and does not and will not violate any provision of any applicable law, or any provision of the Party's constating documents; and,
- (b) this Agreement has been properly executed by the Party. The Agreement is a valid and binding obligation of the Party.

6. TERM, REVIEW AND AMENDMENT OF AGREEMENT

6.1 This Agreement shall be in force and effect as of the Effective Date and shall continue to be in effect until such time as it is terminated by the Parties.

6.2 In accordance with the provisions set out in s. 8 and s. 9, the Planning Committee and the Operating Committee shall review the terms and conditions of this Agreement every five (5) years with the first such review to occur in 2030.

6.3 This Agreement shall not be modified, varied, or amended except by the written agreement of all the Parties.

7. WITHDRAWAL AND TERMINATION

7.1 No Party to this Agreement is entitled to unilaterally withdraw or terminate this Agreement except in the following circumstances:

- (a) if at any time the *Municipal Government Act* and the *Education Act* no longer require joint use agreements, any Party may terminate this Agreement on one hundred twenty (120) days' notice to the others; or
- (b) this Agreement may be terminated with the consent of all Parties as a term of a replacement joint use agreement that meets any applicable requirements of the *Municipal Government Act* and the *Education Act*.

7.2 Where one or more Parties view this Agreement as no longer meeting their interests, they shall give all Parties written notice of their request to review, amend or both all or parts of this Agreement.

7.3 If the Parties receive a written notice requesting a review, all Parties shall:

- (a) commence a review of this Agreement within thirty (30) Days of the date the last Party received the written notice; and
- (b) seek consensus on the updates and amendments.

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- 7.4 Until an amended agreement or replacement agreement has been signed by all Parties, the terms and conditions of this Agreement remain in effect.
- 7.5 If the Parties are not able to reach agreement on amendments to the Agreement, the dispute shall be addressed using the dispute resolution provisions in this Agreement.
- 7.6 This Agreement shall be reviewed at least every five (5) years, on or before the fifth anniversary of execution of this Agreement or the last review.

8. PLANNING COMMITTEE

- 8.1 The Planning Committee is established as of the Effective Date.
- 8.2 The Planning Committee consists of a minimum of one (1) and a maximum of two (2) members appointed by each of the Parties. Each Party to the agreement, will only have one vote and the number of members at each meeting will not constitute the number of votes.
- 8.3 Any Party to this Agreement can exercise the option to opt-out of or withdraw its' member(s) from the Planning Committee meetings as and when such Party deems appropriate.
- 8.4 Quorum for a meeting of the Planning Committee is a majority:
- (a) of the number of members that are eligible to cast a vote.
 - (b) For the purpose of a quorum, a member is not counted if the member is required to abstain from voting for any reason related to a conflict of interest.
- 8.5 The meetings shall be chaired by the City, which will make arrangements regarding administrative support.
- 8.6 The members shall select a chair and vice chair from the members.
- (a) The chair and vice chair shall serve in their respective positions for a one (1) year period. There are no limits to the number of terms for the chair and vice chair.
 - (b) The chair shall preside over meetings and controls the meeting procedures.
 - (c) The vice chair shall act in the absence of the chair.
 - (d) In the absence of the chair and the vice chair, the remaining members shall select a member to act as chair for that meeting.
- 8.7 The City shall host the meetings of the Planning Committee and provide administrative support to the Planning Committee.
- 8.8 The Planning Committee shall meet:
- (a) a minimum of once per year and may meet more frequently if required;
 - (b) when required to make decisions based on Operating Committee recommendations;

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- (c) within fifteen (15) days of a report provided by a Board in accordance with s. 9.9; and
 - (d) within fifteen (15) Days of a written request any two (2) or more Parties.
- 8.9 No later than seven (7) Days before a meeting, the Planning Committee shall develop a draft written agenda for its meeting. The Chair shall provide written notice of the agenda and the meeting location to the Parties.
- 8.10 The Planning Committee may invite persons to their meetings as it deems advisable for the purpose of obtaining necessary information and advice.
- 8.11 The Planning Committee is responsible for carrying out the following duties:
- (a) in accordance with s. 6.2:
 - (i) evaluating any recommendation for amendment received from the Operating Committee;
 - (ii) reviewing this Agreement to determine whether amendments to this Agreement are required; and
 - (iii) providing its written recommendations regarding changes to this Agreement to the Boards and the City within 30 days of its review;
 - (b) in accordance with the timelines set out in the notice from the City under s. 10:
 - (i) reviewing any proposed Municipal Development Plan and proposed Area Structure Plan or any other planning document referred to the Planning Committee by the City to ensure the proposed plans or amendments reflect the identified and projected needs of the Parties;
 - (ii) upon the request of a Superintendent, convening a meeting to discuss the concerns about the proposed Municipal Development Plan and proposed Area Structure Plan or any other planning document; and
 - (iii) providing a written report to the City setting out a summary of its review of the proposed Municipal Development Plan, Area Structure Plan or any other planning document referred to it;
 - (c) the Parties shall submit their Facility Plans and review the Facility Plans of each Party on 'as when needed basis';
 - (d) evaluating the need for and allocation of available or proposed School Sites between the Boards based on the review of the updated Facility Plans of the Boards; including:
 - (i) as provided for in s. 12 hearing submissions regarding the allocation of Reserve Lands, including whether available or proposed School Sites are to be allocated between the Boards based on the annual review of the updated Facility Plans of the Boards;
 - (ii) as provided for in s. 15, hear submissions regarding the transfer of School Sites between boards; and

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- (iii) as provided for in s. 16, hear submissions regarding the disposition of surplus School Sites;
 - (e) making recommendations regarding any specific matter that has been referred to the Planning Committee by the Parties for consideration or determination;
 - (f) providing written reports with recommendations to the City and the Boards regarding:
 - (i) whether this Agreement requires amendment and any proposed amendments to this Agreement;
 - (ii) any matter or recommendation that have been referred to it by the Operating Committee and which the Planning Committee determines should be referred to the City and the Boards;
 - (iii) the operation and maintenance of jointly used Facilities;
 - (iv) acquisition, allocation, transfer and disposition of School Sites; and
 - (v) resolution of any issues or matter of disagreement that arise; and
 - (vi) other matters in relation to this Agreement and as may be agreed by the Parties; and
 - (g) at least annually,
 - (i) reviewing the recommendations of the Operating Committee regarding fees to be charged for the use of Facilities, except for the fees that the City may charge under s. 18.2(e); and
 - (ii) making recommendations to the City and the Boards regarding fees, in accordance with the annual budget process of the City and the Boards, having regard for changes in:
 - (1) use;
 - (2) Facilities identified by Schedule B and annual list provided to the City by the Boards; and
 - (3) application fees;
 - (iii) The process of annual review and any adjustment of fees, and of information regarding use and incremental costs of such use of Facilities shall be conducted in accordance with the principle that fees to be charged are intended to match the projected incremental maintenance and other costs associated with use of Facilities by Community User Groups under this Agreement;
 - (h) overseeing Operating Committee operations, including making final decisions on recommendations from the Operating Committee on operational matters which do not require City or Board approval and seeking approval on those operational matters which do require City or Board approval.

8.12 Motions of the Planning Committee are approved by a majority vote.

9. OPERATING COMMITTEE

- 9.1 The Operating Committee is established as of the Effective Date.
- 9.2 The Operating Committee consists of a minimum of one (1) and a maximum of two (2) members appointed by each of the Parties. Each Party to the agreement, will only have one vote and the number of members at each meeting will not constitute the number of votes.
- 9.3 Quorum for a meeting of the Operating Committee is a majority:
- (a) of the number of members that are eligible to cast a vote; and
 - (b) for the purpose of a quorum, a member is not counted if the member is required to abstain from voting for any reason related to a conflict of interest.
- 9.4 The meetings shall be chaired by the City, which will make arrangements regarding administrative support.
- 9.5 The members shall select a chair and vice chair from the members.
- (a) The chair and vice chair shall serve in their respective positions for a one (1) year period. There are no limits to the number of terms for the chair and vice chair.
 - (b) The chair shall preside over meetings and controls the meeting procedures.
 - (c) The vice chair shall act in the absence of the chair.
 - (d) In the absence of the chair and the vice chair, the remaining members shall select a member to act as chair for that meeting.
- 9.6 Each Board hosts the meetings of the Operating Committee on a rotating schedule as agreed by the Parties. The Board hosting the meeting provides administrative support to the Operating Committee.
- 9.7 The Operating Committee shall meet:
- (a) a minimum of once per year and may meet more frequently if required; and
 - (b) within fifteen (15) Days of a written request of any two (2) or more Parties.
- 9.8 The Operating Committee may invite persons to their meetings as it deems advisable for the purpose of obtaining necessary information and advice.
- 9.9 The Operating Committee is responsible for carrying out the following duties during the course of the Agreement:
- (a) making recommendations to the Planning Committee regarding suggested amendments to this Agreement, if any;
 - (b) implementing the terms of this Agreement and coordinating all matters related to this Agreement;

- (c) with respect to operational matters regarding Facilities, in relation to this agreement, making decisions regarding day to day operational requirements of the Facilities;
- (d) reviewing and revising the application form and criteria to become a Community User Group, and the insurance coverage required of Community User Groups;
- (e) with respect to the use of Facilities under this Agreement, making recommendations to the Planning Committee including recommendations regarding maintenance of jointly used Facilities and the requirement for, types and amounts of insurance for Community User Groups;
- (f) making recommendations to the Planning Committee regarding fees to be charged for Facilities in accordance with the annual budget process of the City and the Boards; and
- (g) providing a forum in which operational concerns of the Parties may be discussed.

9.10 Motions of the Operating Committee are approved by a majority vote.

10. **ROLE OF THE CITY**

10.1 Under s. 636(1) of the Municipal Government Act, the City shall provide written notice to the Parties of any proposed Municipal Development Plan or Area Structure Plan.

- (a) The City shall provide to the Parties and the Planning Committee written notice of the proposed Municipal Development Plan, Area Structure Plan within a reasonable time prior to the public hearing for the proposed Municipal Development Plan or Area Structure Plan, having regard to all the circumstances prevailing at the time.

10.2 Despite s. 636(2) of the Municipal Government Act, the City shall provide written notice to the Parties and the Planning Committee of any Municipal Development Plan or Area Structure Plan that the City deems to have an effect on the provision of Reserve Lands to the Boards.

- (a) The City shall provide to the Parties and the Planning Committee written notice of the Municipal Development Plan or Area Structure Plan within a reasonable time prior to the date of the public hearing for the Municipal Development Plan or Area Structure Plan, having regard to all the circumstances prevailing at the time.

10.3 The City may, in its sole discretion, provide written notice to the Parties and the Planning Committee of any proposed planning document other than a Municipal Development Plan or Area Structure Plan, that the City deems to have an effect on the provision of Reserve Lands to the Boards.

- (a) The City shall provide to the Parties and the Planning Committee written notice no later than twenty-one (21) days before the date Council is to consider the planning document.

10.4 The City may request a meeting of the Planning Committee if the City deems that a Municipal Development Plan, Area Structure Plan or other planning document will have a significant effect on the Boards.

- 10.5 In accordance with the timing established by the Planning Committee, the City shall submit its Facility Plan annually to the Planning Committee for review.

11. ROLE OF THE BOARDS

- 11.1 In accordance with the timing established by the Planning Committee, the Boards shall each submit their Capital Plan annually to the Planning Committee for review.
- 11.2 When the City has provided notice of a proposed Municipal Development Plan, Area Structure Plan or other planning document under s. 10, the Superintendent of each Board shall review the referral.
- 11.3 If a Superintendent determines that the proposed Municipal Development Plan, Area Structure Plan or other planning document may affect the Board, the Superintendent may, within five (5) Days of receipt of the notice under s. 10, request in writing that the Planning Committee convene a meeting.
- (a) Upon the written request of a Superintendent, the Planning Committee shall convene a meeting of the Parties within fifteen (15) Days of the receipt of the notice under s. 11.3.

12. ACQUISITION AND ALLOCATION OF FUTURE SCHOOL SITES

The Boards

- 12.1 As early as possible, the Boards shall provide written notice to the City and the Planning Committee of their need to construct a new School Facility that is to be located within the City or intended to serve residents of the City. The sections of this Agreement pertaining to the planning, acquisition and disposal of School sites shall apply to School Boards that have been given authority, by the Department of Education, to plan, acquire and operate additional School Sites in the community.
- 12.2 If the School Facility being proposed would serve two (2) or more municipalities, the Board shall notify all of the involved municipalities as early as possible to enable early consultation on the availability and acquisition of a School Site.
- 12.3 Each Board retains the sole discretion to decide where and when to propose construction of new School Facilities and the identification of the area to be served by that school.
- 12.4 Each Board acknowledges and recognizes that:
- (a) the dedication of Reserve Land at the time of subdivision is also used to address the open space needs of the City;
- (b) the amount of land or Money-in-Lieu of land dedication shall be divided between the need for School Sites and the open space plans of the City;
- (c) money -in-lieu will not be used for compensation to the School Boards for the value of structures on the property; and
- (d) development of sites will be discussed with Planning Committee.

The City

- 12.5 The City shall plan through the Area Structure Plan for a sufficient number of School Sites to meet the anticipated needs of the Boards to the best of their ability given the constraints of:
- (a) the *Municipal Government Act*;
 - (b) the evolving nature of information as to the needs of the Parties;
 - (c) the finances of the Parties;
 - (d) the demographics of the community; and
 - (e) any other factor the City is of the view is relevant to its consideration.
- 12.6 In determining the number, location and size of School Sites to be identified, the City:
- (a) shall follow the School Site Guidelines outlined in Schedule A;
 - (b) shall base the number of School Sites to be identified on the existing and projected future number of students that will reside in the area covered by the Area Structure Plan once the area is fully developed and based on the best information available at the time that the Plan is prepared or amended;
 - (c) shall, with input by the Boards during the drafting of an Area Structure Plan, designate future School Sites to be held for a Board; and
 - (d) should consider any other factor which in its view is relevant to its consideration including policy guidance within the Municipal Development Plan for future growth within the City.
- 12.7 The City shall use its ability under the Municipal Government Act to require an owner of land during the subdivision process to dedicate Reserve Land to provide School Sites in accordance with the Municipal Development Plan or Area Structure Plan.
- 12.8 At time of subdivision, the City may collect Money-in-Lieu of Reserve Land dedication in accordance with its policies.
- (a) All Money-in-Lieu of Reserve Land dedication shall be paid to the City.
 - (b) The City has the sole discretion to allocate Money-in-Lieu of Reserve Land dedication it receives in accordance with the *Municipal Government Act*.
 - (c) prior to expending any funds from the money-in-place reserve account, the City shall provide the other Parties with a reasonable opportunity to provide comment. Nothing in this Agreement or in the City's obligation to provide the Parties to this Agreement with an opportunity to provide comment shall fetter the discretion of the City with respect to the use of the Cash-in-Lieu in accordance with the *Municipal Government Act (Alberta)* for School Purposes.
- 12.9 The City is not obligated to acquire lands for School Sites using any other resources at the City's disposal, including municipal funds. The City retains the sole discretion to commit the use of other resources at its disposal to acquire School Sites.

The Planning Committee

- 12.10 Upon receiving written notice from a Board identifying the need to construct a new school, the Planning Committee shall provide the Parties with fifteen (15) Days' written notice of a meeting to discuss the allocation of available School Sites.
- (a) The Boards may make written or oral submissions to the Planning Committee regarding their respective needs for new School Sites and the City may make written or oral submissions regarding the availability of Reserve Lands available for a new School Site.
 - (b) Within thirty (30) Days of the meeting referenced in s. 12.10, the Planning Committee shall complete its consideration of the allocation of Reserve Lands and shall provide the Parties with a written recommendation which will be provided to Council regarding the allocation of available Reserve Lands for a new School Site.
 - (c) If there are no available Reserve Lands, the Planning Committee may provide its recommendation on how the Parties may acquire lands for the proposed School Site.
 - (d) Council shall consider the Planning Committee's recommendation at a regular meeting of Council and may dedicate Reserve Lands to a Board as recommended by the Planning Committee.
- 12.11 If a Board has not commenced construction of a School within three (3) years of the allocation of a School Site, any Party may provide the Planning Committee with written notice of the Board's failure to start construction.
- (a) Upon receiving the notice, the Planning Committee shall provide the Parties with fifteen (15) Days' written notice of a meeting to discuss the Board's failure to start construction and the future use of the School Site.
 - (b) The Board that has not started construction may make oral or written submissions to the Planning Committee regarding the reasons for the delay in construction and its position on whether the School site should be allocated to another Party.
 - (c) The other Boards may make written or oral submissions to the Planning Committee regarding their needs for new School Sites and whether they should be allocated the School Site.
 - (d) The City may make written or oral submissions to the Planning Committee regarding the availability of Reserve Lands available for a new School Site, and any other relevant information.
 - (e) The Planning Committee shall make its recommendation, and the matter shall be referred to Council for its determination.
- 12.12 If 2 or more Boards wish to obtain the same School Site, the Boards shall, at their own cost, resolve the question of site allocation between themselves using, if necessary, the Dispute Resolution Process described in Schedule E.

13. SERVICING AND DEVELOPMENT OF SCHOOL SITES

- 13.1 Subject to s. 13.3, before transfer of a School Site to a Board, the Reserve Land shall have services provided to the property line of the Reserve Parcel at no cost to the Board. The Parties agree that the Board who is allocated the School Site is responsible for the cost of services within the School Site.
- 13.2 The services to be provided include, but are not limited to:
- (a) water;
 - (b) wastewater;
 - (c) storm drainage;
 - (d) power;
 - (e) natural gas;
 - (f) telecommunications, and
 - (g) roads and sidewalks.
- 13.3 Where one or more of the above services are not available at the property line of the School Site, the City may provide the services to the property line of the School Site subject to the legal and financial ability of the City to do so.
- 13.4 As provided by the Municipal Government Act, s. 648(1.2), the City shall not charge offsite levies or any similar charges for municipal infrastructure for development on any School Site.
- 13.5 Despite s. 13.4 the City may include capital costs in a rate structure for use of the services referenced in s. 13.2.

14. FACILITY AND SITE SPECIFIC AGREEMENTS

- 14.1 When two or more of the Parties decide to create a shared School Site or Facility or both, the Parties creating the shared School Site, shared Facility or both shall prepare a separate agreement for that shared School Site, shared Facility or both.
- 14.2 The agreement shall address:
- (a) the broad purpose and parameters of the partnership that is being created;
 - (b) the nature of the School Site or Facility or both that are involved;
 - (c) the financial or in-kind contributions to be made by each of the Parties;
 - (d) operating guidelines and operating directives specific to the School Site or Facility or both for ongoing operations;
 - (e) capital cost and operating cost sharing arrangements and responsibilities between the Parties;

- (f) a process for dissolving the agreement, disposing of the School Site or retiring the Facility; and
- (g) any other matter the affected Parties determine should be included in the agreement.

15. TRANSFER OF SCHOOL SITE

- 15.1 The City shall require the dedication of all Reserve Land intended to accommodate a School as Municipal Reserve. The City shall have ownership of the Municipal Reserve.
- 15.2 The City shall:
- (a) transfer only the portion of Reserve Lands intended to accommodate a School Site; and
 - (b) transfer that portion of reserve lands referenced in s. 15.2(a) only to a Board.
- 15.3 Subject to the terms of this Agreement, the City shall transfer the portion of Reserve Lands intended to accommodate a School Site to a Board once:
- (a) the Board has an identified need for the School Site;
 - (b) the Board has approval of the funding for the design and construction of the School Facilities on the identified School Site;
 - (c) the Board has applied for a development permit for the School and has submitted its Facility Plans to the City;
 - (d) Council has approved the transfer; and
 - (e) the portion of Reserve Lands intended to accommodate a School Site has been or is in the process of being subdivided from the other Reserve Land for registration with the Office of Land Titles as School Reserve.
- 15.4 The City shall pay all costs associated with the transfer of the portion of Reserve Lands intended to accommodate a School Site to a Board, including the costs of any required subdivision and registration of required plans and documents at the Office of Land Titles.
- 15.5 Each Board and the City agree that they shall share in equal proportions the cost of remediation and mitigation of the Reserved Lands so transferred, where the migration of methane gas, related gases an/or leachate arise from natural causes not caused by development activities such as excavation.

16. DISPOSITION OF SURPLUS SCHOOL SITES

- 16.1 If a Board concludes that it no longer requires Reserve Land that it previously received from the City, the Board shall provide written notice to the Planning Committee that it no longer requires Reserve Land.
- (a) The Planning Committee shall provide the Parties with fifteen (15) Days' written notice of a meeting to discuss the notice referenced in s. 16.1.

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- (b) The Board may make written or oral submissions to the Planning Committee regarding the reason why it no longer needs the Reserve Land and the timing for when it no longer requires the Reserve Land.
 - (c) The other Boards may make written or oral submissions regarding their needs for that Reserve Land for new School Sites.
 - (d) The City may make written or oral submissions regarding its position on the Reserve Lands, including the availability of other Reserve Lands available for a new School Site.
 - (e) Within thirty (30) Days of the meeting referenced in s. 16.1(a), the Planning Committee shall provide its recommendation regarding the allocation of the Reserve Land to another Board or to the City.
 - (i) If the Reserve Land is required by one of the other Board(s), the Planning Committee may recommend the allocation of the Reserve Land to that other Board.
 - (ii) If the Reserve Land is owned by a Board and the Board owning the Reserve Land agrees to transfer the Reserve Lands to another Board, the two (2) Boards shall effect the transfer between them at their cost, allocated as they mutually agree.
 - (iii) If the Reserve Land is owned by a Board and the Board owning the Reserve Land does not agree to transfer the Reserve Lands to another Board, the dispute shall be resolved through the Dispute Resolution Process described in Schedule E.
 - (iv) If the Reserve Land is owned by the City and the City agrees to transfer the Reserve Lands to another Board, the matter shall be referred to Council for approval. The City and the Board shall effect the transfer between them at their cost, allocated as they mutually agree.
 - (f) If the Reserve Land is not needed by any Board, the Board in possession of the Reserve Land shall first offer to transfer the Reserve Land back to the City unless the Board is prohibited from so doing by the Education Act or other legislation.
 - (i) The City has 180 Days from the date of the Planning Committee's recommendation to confirm whether it agrees to acquire the Reserve Lands.
 - (ii) The Board shall provide to the City all available information regarding the Reserve Land and facilities on the Reserve Land, including any potential presence and nature of any Hazardous Substances, at the time that the offer to the City is made under s. 16.1(f).
 - (iii) The City shall have the right to enter the offered Reserve Land and any Facilities on the offered Reserve Land for the purposes of carrying out any required assessments, tests and studies.
 - (iv) If the City elects to acquire the Reserve Land, the City shall take the Reserve Land as is, where is, including all buildings and improvements on the Reserve Land.
 - (v) The Reserve Land shall be transferred to the City at no cost to the City. The City shall pay for the cost of registering the transfer of land document. The City shall

compensate the Board for any capital improvements to the Reserve Lands based on an independent third-party assessment of said capital improvements.

- (g) If the City elects not to acquire ownership or the Board is prohibited from transferring the Reserve Land by the Education Act or other legislation, the Parties agree to meet and discuss alternative means of disposing of the School Site. Such alternative means include:
 - (i) Redevelopment of the entire School Site for a different use that is compatible with existing and future uses on lands near the School Site, including any environmental remediation that may be required, or
 - (ii) Subdividing the portion of the School Site without the School on it from the portion of the School Site where the School is located to enable the City to acquire the portion of the School Site which does not have the School on it and the sale of the School portion.
- (h) Any dispute between the Parties in relation to the disposal of unneeded School Sites shall be resolved through the Dispute Resolution Process described in Schedule E.

17. USE AND CONTROL OF FACILITIES

- 17.1 Boards shall use the Facilities in accordance with all applicable laws, regulations, bylaws and other regulatory requirements.
- 17.2 The City shall require Community User Groups to use the Facilities in accordance with all applicable laws, regulations, bylaws and other regulatory requirements.
- 17.3 Despite any other provision of this Agreement, each Party controls, operates, and maintains its respective Facilities.
- 17.4 Notwithstanding the above, all Parties agree and recognize that CAPE and Prairie Rose School Divisions shall have access to joint use of facilities subject to both parties operating a school within the City limits/community.

18. JOINT USE SPACE

18.1 Use Of School Facilities

- (a) Joint use access to City Facilities may be granted to School Boards operating within the community but have Schools outside the community, provided utilization by students outside the community does not negatively impact available Joint Use Space in same facilities for other School Boards operating in the community. Schools within the community shall provide the City with utilization plans for each School semester, but no less than thirty (30) days' notice, to hold space for planned utilization of City Facilities. The City may, at its discretion, allow Schools outside the community to utilize space that is not planned in advance.
- (b) A Board's use of its own School Facilities has priority over the use by Community User Groups.

- (c) Boards may charge fees to Community User Groups in accordance with Schedule C, which fees have been approved in conjunction with the City's and Boards' budget planning cycle.
- (d) The City shall collect the fees in accordance with s. 20.
- (e) Annually, each Board will provide a list of facilities to be included in Joint use as well as joint use available hours for their facilities. The City will maintain a master list of all joint use facilities and will share with the Boards annually. A Board must provide written notice to the Parties if, during the course of the year, a facility is removed from the list, including reasoning, which may be shared with the public by any of the Parties. Any notice under this section cannot remove all of the Party's facilities from this Agreement.
- (f) Despite any other provision in this Agreement, the Board of a School shall be able to determine if a particular use will be allowed to occur in their School.

18.2 The Boards' Access to City Facilities

- (a) Subject to the terms of this Agreement and the City's Operational Requirements, the City permits the use by the Boards of City Facilities set out in Schedule B during School Hours.
- (b) The City will not charge the Boards fees for their use of the City Municipal Facilities set out in Schedule B during School Hours, except that:
 - (i) the City shall determine the amount of GST which would be imposed had the fees been charged, and shall charge the Boards for their use of the City Facilities at the amount equivalent to the GST; and,
 - (ii) the City shall charge the Boards for supplemental services, including, but not limited to additional staff, program instructors, and special equipment required as a result of the Boards' use of the City Facilities.
- (c) The City shall invoice the Boards twice per year. The first invoice shall include the period of January to June of a year and the second invoice shall include the period of July to December of a year.
- (d) If a Board desires any supplemental services during School Hours:
 - (i) the Board shall request those supplemental services from the City a reasonable amount of time before its use of the Municipal Facilities;
 - (ii) the City will confirm the cost of the requested supplemental services, and accommodate such requests if it is able to do so, acting reasonably; and
 - (iii) the Board making the request shall pay for the requested supplemental services.
- (e) The City may charge a fee in accordance with the City's regular fee structure for the use or rental of Municipal Facilities outside of School Hours.
- (f) The City must provide written notice to all other Parties if the City is removing all or a portion of a Joint Use Space from the list of available Joint Use Spaces. The written notice:
 - (i) must include an explanation as to why the specific Joint Use Space is no longer available for use; and

- (ii) may be shared with the public by any of the Parties.

Following receipt of the notice, the Parties must amend this Agreement to reflect the change. Any notice under this section cannot remove all of the Party's Facilities from this Agreement.

- (g) Despite any other provision in this Agreement, the manager of a City Facility shall be able to determine if a particular use will be allowed to occur in that City Facility.
- (h) This Agreement is only applicable to regular schools use and is intended to address those programs and activities occurring on Division/Board/City Facilities or grounds that are intended for educational, recreational, and cultural purposes. It is inapplicable to School Academies.
- (i) The ultimate responsibility for the allocation and use of facility space will remain with the owner of the facility.
- (j) In accordance with the City's responsibility for allocating the usage of space in its' Facilities, the City may, at its discretion, enter into arrangements for use of space with other community groups/School Academies or clubs focused on recreation, culture or arts and which wish to operate out of City Facilities in accordance with its' approved Fees Schedule.

19. COMMUNITY USER GROUPS

- 19.1 The City will only book School Facilities for use by approved Community User Groups pursuant to this Agreement.
- 19.2 To become a Community User Group, a group must submit an annual application to the City.
- 19.3 The City:
 - (a) shall review applications using the criteria set out in Schedule D; and
 - (b) may approve groups as Community User Groups.
- 19.4 A Board may, in their sole discretion, refuse access to a user group that seeks to use a facility for activities incompatible with the public purposes of the owner of the facility.
- 19.5 A Board may also charge a user group for any extraordinary costs that the Board incurs due to vandalism, damage, or other costs not associated with normal wear and tear as a result of the use of a school board facility by a user group.

20. ADMINISTRATION OF FACILITIES BOOKINGS

- 20.1 The City is responsible for the bookings of School Facilities by Community User Groups. The City shall:
 - (a) charge the Community User Groups fees for the use of the Facilities as set out in Schedule C;
 - (b) collect fees on behalf of the Boards;

- (c) deposit the fees collected on behalf of the Boards; and
 - (d) distribute the fees annually to the Boards in accordance with the formula set out in s. 20.4.
- 20.2 When booking Community User Groups into School Facilities, the City shall have regard to the list of allowable or suitable activities and the list of prohibited uses based on lists of uses provided by each Board for its School Facilities as per s. 18.1(e).
- 20.3 If a Board books or reserves its School Facilities and such booking or reservation conflicts with a Community Group booking made by the City, the booking made by the City shall take priority, and the Board shall be responsible for any liabilities or costs associated with cancelling the booking or reservation the Board has made.
- 20.4 The City shall track Joint Use Space bookings and the fees generated. The City shall hold the fees it collects for Joint Use Spaces bookings on behalf of the Boards as provided in s. 20.1 and disburse them as follows:
 - (a) The City shall retain 10% of all fees to offset the administrative costs of screening Community User Group applications, booking Joint Use Spaces, tracking revenues generated by Joint Use Space bookings, and other related administrative tasks.
 - (b) The City shall share the remaining 90% of fees with the Boards based on the amount of revenue the Board's School Facilities have generated in proportion to the total revenue all School Facilities have generated.
- 20.5 The City shall provide payment of the fees generated under s. 20.4 to the Boards twice per year. The first payment shall include the period of January to June of a year and the second payment shall include the period of July to December of a year.
- 20.6 The City is entitled to set off any amounts it owes the Boards against payments to the Boards.

21. **GROUND AND OPEN SPACE MANAGEMENT**

- 21.1 Each Board is responsible for the maintenance of its respective School Facilities including grounds, athletic fields, and playgrounds and school-front grounds, snow clearing of sidewalks, and parking areas.
- 21.2 Each Party shall set its own general maintenance standards.
- 21.3 Each Board is solely responsible for the cost of maintenance and the costs of capital and non-recurring items with respect to School Facilities, grounds including athletic fields, and playgrounds, and school-front grounds, sidewalks and parking areas as well as the Board's associated space with the School Facilities.

22. **DEFAULT**

- 22.1 An event of default by the Parties under this Agreement includes:
 - (a) non-payment of amounts owed under this agreement within the time specified;

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- (b) willfully failing to make a Facility available for use under this Agreement;
 - (c) for the Boards, failing to take reasonable steps to ensure their students and staff follow Facility guidelines for use;
 - (d) for the Boards, whose students or staff cause damage City Facilities;
 - (e) for the Boards, failing to pay the costs within the specified time of any damage to City Facilities caused or contributed to by their students or staff;
 - (f) failing to obtain or maintain insurance for the Facilities or permitting their insurance to be cancelled;
 - (g) preventing the use of the Facilities, without reasonable justification for the prevention of the use;
 - (h) for the CAPE Board, failing to be in good standing with Corporate Registry or the winding up, dissolution or ceasing business operations; and
 - (i) failure to follow the provisions of this Agreement.
- 22.2 If a Party (the “Non-defaulting Party”) claims that there has been a default committed by another Party (the “Defaulting Party”), the Non-defaulting Party shall give to the Defaulting Party a notice (hereinafter referred to as the “Notice of Default”). The Notice of Default shall specify and provide particulars of the alleged Event of Default.
- 22.3 If the alleged Event of Default is capable of being remedied, the Defaulting Party shall:
- (a) have a period of fourteen (14) days after receipt of the Notice of Default with respect to a default to remedy the default; or
 - (b) if the default is such that it cannot be reasonably remedied within fourteen (14) days after receipt of the Notice of Default, have a reasonable period of time to cure the default provided that the Defaulting Party promptly commences and diligently continues thereafter to remedy the Event of Default.
 - (c) If the Event of Default is damage to a City Facility by a Board’s students or staff, the Board shall pay the cost to repair the damage. The City shall repair the damage and invoice the Board. The Board shall pay the invoice in the time specified in the invoice.
- 22.4 If before the expiry of the later of the cure period (if any) referred to in s. 22.3 the Defaulting Party cures the Event of Default, the Notice of Default shall be inoperative and the Defaulting Party shall face no sanctions under this Agreement.
- 22.5 If a Notice of Default has been given and the Defaulting Party does not cure or remedy the Event of Default, the Non-defaulting Party shall have the following rights and remedies and may exercise any or all of them:
- (a) the Non-defaulting Party may but shall not be obligated to, either directly or indirectly by engaging a third party or otherwise, as the Non-defaulting Party determines, do all such things in order to rectify such Event of Default; or

(b) suspension of the Defaulting Party from access to the Non-Defaulting Parties' Facilities.

22.6 A suspension under s. 22.5(b) can only be imposed after the Planning Committee has considered the issue and made a decision.

23. PREVIOUS AGREEMENTS

23.1 From and after the Effective Date, Joint Use of Facilities shall be governed by the terms of this Agreement, and not by the previous agreement between the City, the Catholic School Board and the Public Board dated 2 day of April, 1980.

23.2 The previous Agreements identified in 23.1 shall remain in force to govern agreements made relative to land until such time that they are terminated or superseded by this new Agreement.

24. DISPUTE RESOLUTION

24.1 The Parties agree to follow the Dispute Resolution Process outlined in Schedule E for any disputes arising out of this Agreement.

24.2 Despite s.24.1, no party may refer for dispute resolution:

(a) a question related to the amount of fees to be charged as provided for under Schedule C for dispute resolution; or

(b) a suspension under s. 22.5(b).

25. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT)

25.1 This Agreement and any records or personal information in relation to this Agreement are subject to the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c. F-25.

26. FORCE MAJEURE

26.1 If the Parties fail to meet their respective obligations under this Agreement within the time prescribed for the obligation and the failure is directly caused or materially contributed to by Force Majeure, the failure is deemed not to be a breach of the obligations of the Party failing to meet their obligations, provided however, in such event, the Party failing to meet their obligations shall use its best efforts to put itself in a position to carry out its obligations under this Agreement as soon as reasonably possible.

27. INDEMNIFICATION

27.1 Each Party (the "Indemnifying Party") to this Agreement agrees to indemnify and hold harmless the other Parties (the "Non- Indemnifying Parties"), their Council, Board, 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 Council, Board, employees, servants, volunteers or agents in the performance or non-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.

27.2 This section survives the termination or early expiry of this Agreement.

28. **INSURANCE**

28.1 In addition to any other form of insurance, as the parties may reasonably require against risks which a prudent owner under similar circumstances and risk would insure, the parties shall at all times carry and continue to carry commercial general liability insurance in the amount of not less than FIVE MILLION (\$5,000,000) DOLLARS per occurrence in respect to bodily injury, personal injury or death. The commercial general liability insurance shall have an endorsement for occurrence property damage, contingent employer's liability and broad form property damage. The insurance to be maintained by each Party herein shall list each of the other Parties as an additional named insured. The amount and type of insurance to be carried by the Parties pursuant to this Article 28 may be varied from time to time by written agreement of the Parties. The insurance carried by the Parties pursuant to this Clause 28 shall contain, where appropriate, a severability of interests' clause or a cross-liability clause.

28.2 Each Party (the "Indemnifying Party") to this Agreement shall indemnify and hold harmless 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.

28.3 The insurance coverage set out in ss. 28.1 shall be primary and non-contributing to any insurance coverage the Party carries. The foregoing policies shall contain a clause prohibiting cancellation or reduction of coverage or limits without 30 days prior written notice being provided to the Party. Each Party with primary insurance coverage on any facility to which this Agreement applies shall, in the event of any event of claim of insurable loss, take the lead on handling the claim and pay the deductible related to the reporting, investigating, making, processing and settlement of each such claim.

28.4 The Parties to this Agreement may, at their absolute discretion review and revise the foregoing insurance provisions during the term and, upon unanimous request by the Parties, any or all Parties shall provide additional insurance or increased limits of liability for the Parties insurance if this is deemed necessary. If requested by any Party, the Parties will provide an explanation for any additional insurance requirement.

29. **NOTICE**

29.1 Any notice or other communication that a Party wishes or is required to give to another Party under this Agreement may be delivered, mailed by prepaid post or emailed addressed to:

(a) City of Medicine Hat
580 1st Street SE

(b) The Medicine Hat Public Board of
Education

Medicine Hat, AB T1A 8E6
Attn: Managing Director of Public Services
and Director of Parks & Recreation

601 1st Ave SW
Medicine Hat, AB T1A 4Y7
Attn: Superintendent of Schools and
Secretary Treasurer

(c) Medicine Hat Catholic Board of Education
1251 1st Avenue SW
Medicine Hat, AB T1A 8B4
Attn: Board Chair and Secretary Treasurer

(d) The Board of Governors of Medicine Hat
College
299 College Drive
Medicine Hat, AB T1A 3Y6
Attn: President & CEO and Vice-President,
Administration & Finance

(e) CAPE - Centre for Academic and Personal
Excellence Institute
201 5th Street SW
Medicine Hat, AB T1A 4G7
Attn: Secretary-Treasurer

(f) Prairie Rose School Division
918 2nd Ave
Dunmore, AB T1B 0K3
Attn: Board Chair and Chief Financial
Officer

(g) Conseil Scolaire FrancoSud
Suite 295, 6715 8th Street NE
Calgary, AB T2E 7H7
Attn: Corporate Secretary

or such other mailing or email address as any Party may from time to time notify the other Parties of in accordance with this section.

29.2 Any notice delivered or sent is deemed received as follows:

- (a) if delivered by hand or by courier, it is deemed received by the other Parties at the time of delivery to that Party or any person who appears authorized to receive such documents at the address identified in s. 29.1;
- (b) if sent by registered mail, it is deemed to be received seven (7) Days after mailing, subject to the intended recipient demonstrating that it was not, despite diligent efforts of the intended recipient, received within that time, in which case it is effectively delivered on the actual date of receipt; or
- (c) if emailed, it is deemed to be received on the first (1st) Business Day following the date of transmission unless the sender receives an out of office notification, in which case the notice is deemed to have been received on the first Business Day following the identified return to work day. For purposes of this section, "Business Day" means Monday to Friday, includes of each week, excluding Days which are holidays in the Province of Alberta as set out in the Interpretation Act.

30. GENERAL

30.1 Interpretation

- (a) In this Agreement the words “shall” or “must” denote a mandatory intention and the word “may” denotes a permissive intention.
- (b) Words expressed in the singular shall, where the context requires, be construed in the plural, and vice versa.
- (c) Any reference to legislation in this Agreement includes a reference to the legislation as amended or replaced and any regulations or other binding instruments made under it.
- (d) 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.
- (e) If the time for taking any action under this Agreement expires on a Day which is a holiday as defined in the Interpretation Act, the time is extended to the next Day that is not a holiday.
- (f) This Agreement is governed by the laws of the Province of Alberta. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Alberta.

30.2 No Fettering of Discretion

- (a) Nothing contained in this Agreement will be interpreted or deemed or operate to fetter the discretion of the City, its Council, commissions, committees, boards, officers, officials or employees in relation to this Agreement or the principles, terms or conditions of this Agreement.
- (b) Nothing contained in this Agreement will be interpreted or deemed or operate to fetter the discretion of the Boards, its officers, officials or employees in relation to this Agreement or the principles, terms or conditions of this Agreement.

30.3 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, which consent may be arbitrarily withheld. Any assignment, pledge or encumbrance contrary to the provisions of this Agreement is void.

30.4 Entire Agreement

- (a) This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and cancels or supersedes any prior agreements (including but not limited to the 2017 JUA), undertakings, declarations, commitments and representations, whether written or oral. The Parties agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement except as expressly set out in this Agreement.

30.5 Non-Waiver

- (a) The waiver of any covenant, condition or provision of this Agreement must be in writing. A waiver by a Party of the strict performance by another Party of any provision of this Agreement shall not, of itself, constitute a waiver of any subsequent breach of the provision or any provision of this Agreement.

30.6 Non-Statutory Waiver

- (a) In entering into this Agreement, the City is doing so in its capacity as a municipal corporation and not in its capacity as a regulatory, statutory or approving body under any law of the Province of Alberta. Nothing in this Agreement constitutes the granting by the City of any approval or permit as may be required under the Municipal Government Act and any other Act in force in the Province of Alberta. The City, as far as it can legally do so, is only bound to comply with and carry out the terms and conditions stated in this Agreement. 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.
- (b) In entering into this Agreement, each Board is doing so in its capacity as a School board and not in its capacity as a regulatory, statutory or approving body under any law of the Province of Alberta. Nothing in this Agreement constitutes the granting by the Board of any approval or permit as may be required under the Education Act and any other Act in force in the Province of Alberta. Each Board, as far as it can legally do so, is only bound to comply with and carry out the terms and conditions stated in this Agreement. Nothing in this Agreement restricts a 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.

30.7 Severability

- (a) If any of the terms and conditions contained in this Agreement are at any time during the Agreement held by any Court of competent jurisdiction to be invalid or unenforceable, then the invalid or unenforceable terms and conditions shall be severed from the rest of the Agreement. Each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

30.8 Time of the Essence

- (a) Time is of the essence of this Agreement. Whenever either the City 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.

30.9 Counterparts

- (a) This Agreement may be executed in any number of counterparts, all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any Party by electronic transmission will be

as effective as delivery of a manually executed original thereof by such Party. Despite the date of execution of the counterparts, each is deemed to bear the date set out above.

30.10 Binding

- (a) All of the provisions of this Agreement shall ensure to the benefit of and are binding upon the City and the Boards and their respective successors and permitted assigns.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT BY THEIR RESPECTIVE, DULY AUTHORIZED SIGNATORIES.

CITY OF MEDICINE HAT

Linnsie Clark

MAYOR – Linnsie Clark

Stephanie Zubrecki

CITY CLERK – Tarolyn Aaserud
Stephanie Zubrecki (Acting for
Tarolyn Aaserud)

MEDICINE HAT CATHOLIC BOARD OF EDUCATION



Per: Mrs. Kathy Glasgo

Title: Board Chair



Per: Mr. Greg MacPherson

Title: ~~Board Chair~~ Secretary Treasurer

MEDICINE HAT COLLEGE

Per: Kevin Shufflebotham

Title: President/CEO

THE MEDICINE HAT PUBLIC BOARD OF EDUCATION

Per: Catherine Wilson

Title: Board Chair

Per: Mr. Wayne Resch

Title: Vice-President, Administration & Finance

Per: Leanne Dulle

Title: Secretary Treasurer

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30.10 Binding

- (a) All of the provisions of this Agreement shall ensure to the benefit of and are binding upon the City and the Boards and their respective successors and permitted assigns.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT BY THEIR RESPECTIVE, DULY AUTHORIZED SIGNATORIES.

CITY OF MEDICINE HAT

MEDICINE HAT CATHOLIC BOARD OF EDUCATION

MAYOR – Linsie Clark

Per: Mrs. Kathy Glasgo

Title: Board Chair

CITY CLERK – Tarolyn Aaserud
Stephanie Zubrecki (Acting for
Tarolyn Aaserud)

Per: Mr. Greg MacPherson

Title: Board Chair

MEDICINE HAT COLLEGE

THE MEDICINE HAT PUBLIC BOARD OF EDUCATION



Per: Kevin Shufflebotham

Title: President/CEO



Per: Mr. Wayne Resch

Title: Vice-President, Administration & Finance

Per: Catherine Wilson

Title: Board Chair

Per: Leanne Dulle

Title: Secretary Treasurer

as effective as delivery of a manually executed original thereof by such Party. Despite the date of execution of the counterparts, each is deemed to bear the date set out above.

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Title: Secretary Treasurer

**CAPE - CENTRE FOR ACADEMIC AND PERSONAL
EXCELLENCE INSTITUTE**

Sarah Chaudhary

Per: Sarah Chaudhary

Title: Board Chair

Brian Celli

Per: Brian Celli

Title: Superintendent

**THE FRANCOPHONE REGIONAL
AUTHORITY OF SOUTHERN
FRANCOPHONE EDUCATION REGION
(CONSEIL SCOLAIRE FRANCO-SUD)**

Per: Hélène Emmell

Title: Board Chair

Clémence Hardy

Title: Corporate secretary

PRAIRIE ROSE SCHOOL DIVISION

Per: Click or tap here to enter text.

Title: Board Chair

Per: Click or tap here to enter text.

Title:

**CAPE - CENTRE FOR ACADEMIC AND PERSONAL
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Per: Clémence Hardy

Title: Corporate secretary

PRAIRIE ROSE SCHOOL DIVISION



Per: Lois Bedwell

Title: Board Chair



Per: Ryan Boser

Title: Chief Financial Officer

**CAPE - CENTRE FOR ACADEMIC AND
PERSONAL EXCELLENCE INSTITUTE**

Per: Secretary-Treasurer

Title: Board Chair

Per: Teresa DiNinno

Title: Superintendent

**THE FRANCOPHONE REGIONAL AUTHORITY
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Title:

LIST OF SCHEDULES**FACILITIES****1. SCHEDULE A- SCHOOL SITE GUIDELINES****2. SCHEDULE B****2.1 Consists of:**

- (a) Schedule B City Facilities.

2.2 Each schedule of Facilities may contain a list of:

- (a) allowable or suitable activities for each facility; or
- (b) prohibited activities for a facility; or
- (c) both (a) and (b) above.

3. SCHEDULE C**3.1 Consists of:**

- (a) Educational Facilities Fee Schedule.

4. GYMNASIUM RATINGS**4.1 The sizes and suitability of gymnasiums listed as Facilities can generally be described using the following rating system:**

- (a) "AA" gyms – large gymnasiums (500 square metres or more) with bleachers or other seating areas, and suitable for large events such as tournaments;
- (b) "A" gyms – large gymnasiums (500 square metres or more), and suitable for adult and team competitive use;
- (c) "B" gyms – smaller gymnasiums (400-500 square metres);
- (d) "C" gyms – small gymnasiums, (350-400 square metres); and,
- (e) "D" gyms – small gymnasiums, (less than 350 square metres).

5. FIELD RATINGS**5.1 The classification of playing fields and ball diamonds can generally be described using the following categorization:**

- (f) "AA" playing fields and ball diamonds – Adult, youth regulation sized with artificial turf, lights, score clock, above average spectator seating;
- (g) "A" playing fields and ball diamonds – Adult, youth and/or regulation sized and turf that is maintained to a class A sport field standard;
- (h) "B" playing fields and ball diamonds - Adult, youth and/or regulation sized and turf that is maintained to a class B park standard; and,
- (i) "C" playing fields and ball diamonds – Youth size and turf that is maintained to a class C park standard.

6. **SCHEDULE D**

- 6.1 Consists of:
(a) Criteria for Community User Group.

7. **SCHEDULE E**

- 7.1 Consists of:
(a) Dispute resolution process

SCHEDULE A

SCHOOL SITE GUIDELINES

The parameters contained in this Schedule shall be applied when planning future school sites in a City's Municipal Development Plan, Area Structure Plan or other planning document referred by the City for the Boards' review.

Size of Site

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

For School Boards that have been given authority, by the Department of Education, to plan, acquire and operate additional School Sites in the community, the following guidelines apply:

School Type	Grade Configuration	Maximum Design Capacity (Number of Students)	Land for Building and School Portion (in hectares and acres)	Land for Playing Fields (in hectares and acres)	Total Land Needed (in hectares and acres)
Elementary	K-3, K-4, K-5, K-6	600	1.40 ha 3.46 ac	1.80 ha 4.45 ac	3.20 ha 7.91 ac
Elementary/Middle	K-8, K-9	900	2.10 ha 5.19 ac	2.70 ha 6.67 ac	4.80 ha 11.86 ac
Middle/Junior High	Same as K-9	600	2.10 ha 5.19 ac	2.70 ha 6.67 ac	4.80 ha 11.86 ac
Junior/Senior High	Same as 10-12	800	4.00 ha 9.88 ac	4.00 ha 9.88 ac	8.00 ha 19.77 ac
High School	10-12	1800	4.00 ha 9.88 ac	4.00 ha 9.88 ac	8.00 ha 19.77 ac
K to 12 School	K-12	800	2.10 ha 5.19 ac	2.70 ha 6.67 ac	4.80 ha 11.86 ac

The guidelines outlined in the table above is an approximate site area. The land required may vary depending on site configuration, topography, natural vegetation, special site conditions, or shared Facilities adjacent to the school site.

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

Where possible, and agreeable, School Sites shall be co-located to make use of reserve dedication to create a larger, shared site for two schools.

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

Site Shape and Configuration

Each school site shall have a core area that is generally rectangular in shape with proportions of 2 to 3 units of width and 3 to 5 units of length (e.g. 140m width and 230m length). The core area must account for 80% to 90% of the total site area.

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

Frontage along a Public Street

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

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

Accessible to Several Modes of Travel

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

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

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

Site Topography and Soil Conditions

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

Flexibility for Design

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

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

Access to Services

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

SCHEDULE B

CITY FACILITIES

The following City Facilities are available for use under this Agreement and are collectively known as “City Facilities”:

Fields

Name:	Classification:	Comments/Suitable for:
Big Marble Go Centre--Methanex Bowl	AA	Regulation size field with artificial turf & lights - Suitable for soccer, rugby & football
Big Marble Go Centre—NE Soccer	A	4 slow pitch diamonds, 3 soccer fields, washrooms and concession
Big Marble Go Centre—NW Soccer		
Big Marble Go Centre—SW Soccer		
Gillwell North Soccer	C	
Gillwell South Soccer		
Ross Glen Town Centre Soccer	B	Concession, washrooms, playground, and waterpark
South Ridge Park Soccer	B	
Big Marble Go Centre – Canadian Fertilizer SE	A	Slow pitch Diamonds
Big Marble Go Centre – Cancarb SW		
Big Marble Go Centre – Knights of Columbus NE		
Big Marble Go Centre – Lion’s Club NW		
Moose Community Ball Complex	A	4 regulation-sized diamonds with slow pitch, 2 diamonds with lights, washrooms, power

Arenas:

Name:	Size:	Comments/Suitable for:
Big Marble Go Centre Cenovus Arena	200' X 100' Seating for 350	Speed Skating, Hockey, Figure Skating, Public, Broomball, Ringette, Sledge Hockey
Hockey Hounds	185' X 85' Seating for 250	Hockey, Figure Skating, Public, Broomball, Ringette, Sledge Hockey
Kinplex	Kin I (185' X 85') - Seating for 1,000 Kin II (185' X 85') - Seating for 150	Hockey, Figure Skating, Public, Broomball, Ringette, Sledge Hockey
Moose	185' X 85' Seating for 350	Hockey, Figure Skating, Public, Broomball, Ringette, Sledge Hockey

Tennis Courts:

Name:	Size:	Comments/Suitable for:
Lions Park	2 courts	
Osborne Park	2 courts	
Crestwood	7 courts	5 courts need to be booked through the MH Tennis Club.
South Ridge Community Park	2 courts	

Pools:

Name:	Size:	Comments/Suitable for:
Big Marble Go Centre	N/A	Indoor
Crestwood		Indoor
Hill		Outdoor
Strathcona		Outdoor
Echo Dale Swim Lake		Outdoor

Beach Volleyball Courts:

Name:	Size:	Comments/Suitable for:
Kin Coulee	N/A	Sand
Echo Dale		Sand

SCHEDULE C

EDUCATIONAL FACILITIES FEE SCHEDULE

The following is the transition plan to move from an annual to the agreed upon hourly fee:

In order to provide certainty to the Parties regarding any increase in fees, the Parties agree:

- a. By September 1, 2027, they will notify all other Parties of the fees to be set for the period of September 1, 2028 to August 31, 2032;
- b. For each subsequent five (5) year period, they will notify all other parties of the fees to be set for the following five (5) year period by no later than September 1 of the year before the next five (5) year period starts; and
- c. If a Party fails to advise the other parties in accordance with the above sections, the fees for the Facilities are automatically increased 2% in each year of the five (5) year period.

GYMNASIUMS:

Adult Groups

Gym Category	Sep 1, 2025	Sep 1, 2026	Sep 1, 2027	Sep 1, 2028	Sep 1, 2029
AA	\$50.00	\$50.00			
A	\$40.00	\$40.00			
B	\$30.00	\$30.00			
C	\$25.00	\$25.00			
D	\$20.00	\$20.00			

Youth Groups

GYM Category	Sep 1, 2025	Sep 1, 2026	Sep 1, 2027	Sep 1, 2028	Sep 1, 2029
AA	\$25.00	\$25.00			
A	\$20.00	\$20.00			
B	\$15.00	\$15.00			
C	\$12.50	\$12.50			
D	\$10.00	\$10.00			

PLAYING FIELDS & BALL DIAMONDS:**Adult Groups**

Field Category	Sep 1, 2025	Sep 1, 2026	Sep 1, 2027	Sep 1, 2028	Sep 1, 2029
A	\$30.00	\$30.00			
B	\$20.00	\$20.00			
C	\$10.00	\$10.00			

Youth Groups

Field Category	Sep 1, 2025	Sep 1, 2026	Sep 1, 2027	Sep 1, 2028	Sep 1, 2029
A	\$15.00	\$15.00			
B	\$10.00	\$10.00			
C	\$5.00	\$5.00			

MHC Tennis Courts

Category	Sep 1, 2025	Sep 1, 2026	Sep 1, 2027	Sep 1, 2028	Sep 1, 2029
Youth	\$10.00	\$10.00			
Adult	\$20.00	\$20.00			

SCHEDULE D**CRITERIA FOR COMMUNITY USER GROUP**

When assessing whether to approve a group's application to become a Community User Group, the City shall consider the following criteria:

1. Is the group a City or Board approved or operated program or group?
2. Is the group a not-for-profit organization? For example, is the group:
 - a. A society?
 - b. A Part 9 corporation?
 - c. Have charitable status under CRA rules?
3. Are the groups' activities recreational, cultural or educational in nature?
4. Does the group have insurance naming the City and the Board in whose Facilities they are seeking to conduct their activities?
5. Are the members of the group residents of the City?
6. Will the bookings generally involve a minimum of 12 participants?

In evaluating the application, the City shall consider:

- a. The nature and amount of insurance. The City shall not approve any application unless the group has with an insurer licensed in Alberta, Comprehensive General Liability Insurance covering claims for personal injury, death or property damage covering claims for which such group is in law responsible to a limit of not less than \$2,000,000.00 inclusive per occurrence, in a form acceptable to the City.

The City requests the group provide a copy of the certificate of insurance as part of the approval process.

- b. In the event of a conflict for a particular Facility, the City may give preference to groups:
 - i. whose membership consists of City residents; or
 - ii. who would have a greater number of participants; or
 - iii. whose activities are not for profit.

The City may impose conditions on its approval, acting reasonably.

SCHEDULE E
DISPUTE RESOLUTION PROCESS

Step 1: Notice of Dispute

1. When any Party believes there is a dispute under this Agreement and wishes to engage in dispute resolution, the Party alleging the dispute must give written notice of the matter under dispute to the other Parties. The Notice shall contain sufficient detail to advise the other Parties about the dispute to enable them to respond.
2. During a dispute, the Parties must continue to perform their obligations under this Agreement.

Step 2: Negotiation

3. Within fourteen (14) Days after the notice of dispute is given, the CAO and the Superintendents of each Board shall participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.
4. The CAO and the Superintendents 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 City Council and Board ratification of any resolution that is proposed.
5. If the CAO and the Superintendents do not resolve the issue in fourteen (14) Days, each Party shall appoint a negotiating committee consisting of three (3) members of each Board and three (3) members of Council. If they do not resolve the dispute in fourteen (14) days, the dispute shall be mediated in accordance with this schedule.
6. 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 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

7. If negotiation does not successfully resolve the dispute, the Parties agree to attempt mediation. The CAO and the Superintendents must appoint a mutually acceptable mediator to attempt to resolve the dispute by mediation, within fourteen (14) 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. Each recipient Parties shall select one name from the short list and advise the other Parties of their selection within ten (10) Days of receipt of the list. The Parties shall co-operate in engaging the selected mediator in a timely manner.
8. 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 fourteen (14) 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.
9. 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 90 Days from the date the mediator is engaged, without further written agreement of the Parties.

10. 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.
11. 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.
12. If after 90 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 or consensus.

Step 4: Arbitration

13. If Mediation does not successfully resolve the dispute, the Parties agree to move to Arbitration within thirty (30) 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. If there is agreement on an arbitrator evident from the candidate lists, arbitration shall proceed using that arbitrator.
14. 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 thirty (30) 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 the Party that initiated the dispute resolution process shall apply to the Court of King's Bench for the appointment of an arbitrator.
15. 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*.
16. 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.