

EDMONTON JOINT USE AGREEMENT: FACILITIES

AMONG:

THE BOARD OF TRUSTEES OF EDMONTON
CATHOLIC SEPARATE SCHOOL DISTRICT NO. 7

AND

THE BOARD OF TRUSTEES OF EDMONTON SCHOOL DISTRICT NO. 7

AND

THE BOARD OF TRUSTEES OF THE REGIONAL AUTHORITY OF THE GREATER NORTH
CENTRAL FRANCOPHONE EDUCATION REGION NO. 2
(CONSEIL SCOLAIRE CENTRE-NORD)

AND

THE CITY OF EDMONTON

WHEREAS:

It is the responsibility of the City to plan, develop, construct, operate and maintain park and recreational land and facilities in the City of Edmonton.

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

The Parties support sharing of publicly funded facilities to maximize benefit to students and citizens of the City of Edmonton.

The City and the Boards wish to reaffirm their commitment to the principles of the shared use of City Facilities and School Facilities.

In such regard, and in recognition of the importance of collaboration, the Parties agree to act openly, fairly, bona fide and in the utmost good faith with each other and accordingly agree, from time to time, as far as each may legally do so, to execute and deliver to each other such documentation and do such acts as may be required to reasonably carry out the principles of this Agreement.

The Parties agree that the foregoing Preambles shall form part of this Agreement.

NOW THEREFORE IN CONSIDERATION of their mutual commitment to the shared use of City facilities, sport fields and school facilities the Parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement, unless there is something in the context that is inconsistent therewith the following terms shall be interpreted as having the following meanings:

- (a) "Agreement" means this Agreement and Schedules "A", "B", "C" and "D" which are attached to and form part of this Agreement.
- (b) "Boards" means Catholic Board, Francophone Board and Public Board collectively.
- (c) "Catholic Board" means the Board of Trustees of the Edmonton Catholic Separate School District No. 7 and any successor board or authority.
- (d) "City" means the City of Edmonton, a municipal corporation, and its successors and assigns.
- (e) "City Manager" means the chief administrative officer of the City.
- (f) "Cost Model" means the framework agreed to by the Parties to enable continued and additional hours of access to facilities as outlined in Schedule "C".
- (g) "Council" means the municipal council of the City of Edmonton.
- (h) "Effective Date" means the 21st day of September 2007, or such other date as may be mutually agreed in writing by the City Manager and the respective Superintendents of the Boards.
- (i) "Extraordinary Costs" means costs incurred for vandalism/undue damage repair, to meet special User Group requirements, to meet legislative requirements, and costs associated with bringing a facility up to standard following an intense level of use.
- (j) "Francophone Board" means the Board of Trustees of The Regional Authority of the Greater North Central Francophone Education Region No.2 (Conseil scolaire Centre-Nord) or any successor board or authority.
- (k) "Joint Use Facilities" means those facilities designated by the Parties and listed in Schedule "A".
- (l) "Operating Guidelines" means the joint use guidelines created for the shared use of City Facilities, Sport Fields and School Facilities as set out in Schedule "B".
- (m) "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.

- (n) "Principles" means those fundamental concepts, set out in Section 4 of this Agreement that shall guide the actions and relations of the Parties as they work together to meet the needs of the citizens of the City of Edmonton.
- (o) "Public Board" means the Board of Trustees of Edmonton School District No. 7 or any successor board or authority.
- (p) "Sport Fields" means open space on City or Board land that has been developed to accommodate activities including, but not limited to, track and field events, soccer, football, rugby, cricket, ultimate, baseball, softball/fastball and slo-pitch.
- (q) "Superintendent" means the chief executive officer of one (1) of the Boards.
- (r) "User Group" means any school or community group that fits within the eligibility criteria set out in the Operating Guidelines and books the use of Joint Use Facilities.

2. TERM

- 2.1 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 in accordance with Article 9.

3. SCHEDULES

- 3.1 The following is the list of Schedules to this Agreement:

Schedule "A" Joint Use Facilities

- City of Edmonton Facilities
- Sport Fields
- School Board Facilities

Schedule "B" Operating Guidelines

Schedule "C" Cost Model

Schedule "D" Dispute Resolution Procedure

4. PRINCIPLES

- 4.1 The Parties agree that in entering into this Agreement, they are committing to the following Principles with respect to the shared use of Joint Use Facilities:

ACCESS	Subject to available resources, the Parties will make available their respective facilities for use by the other Parties and the community.
AUTONOMY AND ORGANIZATIONAL INTEGRITY	The Parties honor their respective organizational cultures, mandates, budget and administrative process.

	Each of the Parties is an independent, autonomous entity and has the right to determine which of their facilities shall be made available as Joint Use Facilities based on what the Boards and Council believe to be in the best interests of the people they serve.
CONFLICT RESOLUTION	When difficulties arise between the Parties, the Parties shall work together to resolve such difficulties in a respectful way and with a spirit of cooperation and collaboration.
COOPERATION	The Parties shall work together to ensure that the rights of each are respected and that the Operating Guidelines are followed.
COMMUNICATION	The Parties will undertake ongoing dialogue and communication with Parties and User Groups during the term of the Agreement.
COSTS TO PARTIES	Every effort will be made to keep the costs as low as possible.
COLLABORATION FOR COMMUNITY BENEFIT	The Parties shall work together as partners, recognizing that the needs of the community for educational and recreational opportunities can best be achieved through a combination of their respective resources.
EQUITY OF DECISION-MAKING	There shall be equal authority among the Parties to the Agreement with respect to decision-making.
TRANSPARENCY AND OPENNESS	The Parties shall make available to each other such information as is necessary to ensure the Principles and Operating Guidelines of this Agreement are being observed.

- 4.2 The Parties agree that the Principles set out in Article 4.1 will be considered when any Party enters into an agreement with another public or private entity for the development of facilities.

5. GOVERNANCE

Steering Committee

- 5.1 In order to ensure that the Principles of the Agreement as stated in Article 4 are upheld in the manner required by this Agreement, a Steering Committee will be established consisting of up to two representatives of each Party. These representatives shall have decision-making authority enabling them to adequately administer the Agreement.

- 5.2 The Steering Committee may establish sub-committees as required to address operational issues regarding, but not limited to, school use of City facilities, school and community use of sport fields, and City and community use of school facilities.
- 5.3 The Steering Committee has the authority to establish, terminate, or change the Terms of Reference of any sub-committees created by it, and to obtain necessary resources to fulfill their responsibilities under this Agreement.
- 5.4 All sub-committees shall be required to report to the Steering Committee when requested to do so and in any event, at a minimum of at least annually.
- 5.5 The costs of administering this Agreement are to be shared fairly and equitably by the Parties.

Responsibilities of the Steering Committee

- 5.6 The Steering Committee is responsible for:
 - (a) Interpreting the Agreement;
 - (b) Implementing the Agreement;
 - (c) Creating awareness of the Agreement within their respective organizations;
 - (d) Recommending amendments to the Agreement; and
 - (e) Evaluating the effectiveness of the Agreement annually.
- 5.7 The Steering Committee shall produce and present an annual report to the Parties and ensure that timely updates of accomplishments and activities are communicated.
- 5.8 The Steering Committee will ensure that the Schedules are accurate and current on an annual basis.
- 5.9 Changes to policies or practices relating to this Agreement or affecting the use of Joint Use Facilities shall be determined in consultation with the Parties.

6. JOINT USE FACILITIES AND SPORT FIELDS

6.1 Sport Fields

- (a) The City shall maintain all sport fields adjacent to schools, in accordance with maintenance standards developed by the City in consultation with school and community User Groups and acceptable to the City and the Boards.
- (b) Sport Fields identified on Schedule “A” shall be available to school and community User Groups.
- (c) Sport fields on school sites shall be reserved for school use during school operational hours. After school operational hours, use of sport fields shall be shared

by City programs, school User Groups and community User Groups in accordance with the Operating Guidelines in Schedule “B”.

6.2 City Facilities

- (a) The City shall make available to the Boards those City facilities identified as Joint Use Facilities on Schedule “A”.
- (b) The City shall determine what activities can be accommodated in these facilities.
- (c) The City shall recover from the Boards a portion of the cost of making facilities available, in accordance with the Cost Model outlined in Schedule “C”.
- (d) The City may, if the Boards request services above the normal level, charge for additional costs to meet those requests in accordance with Schedule “C”.
- (e) The City may also charge the Boards for any extraordinary costs the City incurs due to vandalism, damage or other costs not associated with normal wear and tear as a result of the use of a City facility by a school user group.
- (f) The City shall be responsible for facility utilities, normal wear and tear, and normal staffing costs.

6.3 School Facilities

- (a) The Boards shall make available to the City those school board facilities identified as Joint Use Facilities on Schedule “A”.
- (b) The Boards shall determine what activities can be accommodated in these facilities.
- (c) The Boards shall recover from the City a portion of the cost of making facilities available, in accordance with the Cost Model outlined in Schedule “C”.
- (d) The Boards may, if the City requests services above the normal level, levy charges for additional costs to meet those requests in accordance with Schedule “C”.
- (e) The Boards may also charge the City for any extraordinary costs the Boards incur 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.
- (f) The Boards shall be responsible for facility utilities, normal wear and tear, and normal staffing costs.

- 6.4 A Party, acting on behalf of certain User Groups and with the agreement of the other Parties, may be permitted to purchase or supply enhanced levels of service and to participate in capital improvements.

7. OPERATING GUIDELINES

- 7.1 The Parties hereby agree to adhere with the Operating Guidelines which are attached to this Agreement as Schedule “B”.
- 7.2 The Parties shall not allow use of Joint Use Facilities unless such use respects the Operating Guidelines in effect.

- 7.3 Joint Use of Facilities will be booked through an integrated booking system.

8. INSURANCE AND INDEMNITY

- 8.1 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 comprehensive general liability insurance in the amount of not less than FIVE MILLION (\$5,000,000) DOLLARS per occurrence in respect to bodily injury, personal injury or death. The comprehensive general liability insurance shall have an endorsement for occurrence property damage, contingent employer's liability and broad form property damage. The insurance to be maintained by each Party herein shall list each of the other Parties as an additional named insured. The amount and type of insurance to be carried by the Parties pursuant to this Article 8 may be varied from time to time by written agreement of the Parties. The insurance carried by the Parties pursuant to this Article 8 shall contain, where appropriate, a severability of interests' clause or a cross liability clause.
- 8.2 Each Party (the "Indemnifying Party") agrees to indemnify and hold harmless the other Parties (the "Non-Indemnifying Parties"), their servants, volunteers agents and employees from and against losses, claims, demands, payments, suits, judgments or expenses of every nature and description arising out of or in consequence of any breach or non-performance of any covenants or conditions in this Agreement to be fulfilled, observed or performed by the Indemnifying Party, except for claims arising out of the sole negligence of one or more of the Non-Indemnifying Parties, its employees, agents, servants or volunteers.

9. WITHDRAWAL AND TERMINATION

- 9.1 One (1) or more of the Boards may withdraw from this Agreement in any year of the term by providing one year's written notice to each of the other Parties of their intention to withdraw from this Agreement.
- 9.2 Upon receipt of written notice from one (1) or more of the Boards, that the Board(s) intends to withdraw from this Agreement, the other Parties shall meet and determine if the Agreement shall be terminated or continue in force and effect, without the withdrawing Party.
- 9.3 The City may withdraw from this Agreement in any year of the term by providing one year's written notice to the Boards of the City's intention to withdraw from the Agreement. The Boards agree that this Agreement shall be terminated, upon the City withdrawing from the Agreement.
- 9.4 This Agreement may be terminated upon the written agreement of the Parties.

10. AMENDMENT

- 10.1 Except as provided in Section 9 of this Agreement shall not be modified, varied or amended except by the written agreement of the City and the Boards.

11. PREVIOUS AGREEMENTS

- 11.1 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 Board and the Public Board dated April 17, 1996 or the previous agreement between the City and the Francophone Board dated May 17, 1996.
- 11.2 The previous Agreements identified in 11.1 shall remain in force to govern agreements made relative to land until such time that they terminated or superceded by a new Agreement.

12. DISPUTE RESOLUTION

- 12.1 Operational issues will be addressed initially by administrative staff of the respective facilities. In the event that the administrative staff is unable to resolve an operational issue then such issue will be brought forward to the relevant sub-committee in a timely manner. In the event the sub-committee is unable to resolve the operational issue then such issue will be brought forward to the Steering Committee for final resolution. The decision of the Steering Committee regarding operational issues will be final and binding.
- 12.2 The Parties to this Agreement agree to follow the Dispute Resolution Procedure outlined in Schedule "D" for non-operational disputes.

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 Edmonton
P.O. Box 2359
Edmonton, AB
T5J 4R7
Attention: City Manager

To the Catholic Board at:

Edmonton Catholic Schools
9807 - 106 Street
Edmonton, AB
T5K 1C2
Attention: Superintendent

To the Francophone Board at:

Conseil scolaire Centre-Nord
 301, 8627 rue Marie-Anne-Gaboury (91st St)
 Edmonton, AB
 T6C 3N1

Attention: Superintendent

To the Public Board at:

Edmonton Public Schools
 Centre for Education
 One Kingsway
 Edmonton, AB
 T5H 4G9

Attention: Superintendent

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 (5th) 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.

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. HEADINGS

- 15.1 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. NON-STATUTORY WAIVER

- 16.1 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 *Municipal Government Act*, R.S. A. 2000 Ch. M-26, and any amendments thereto 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 Municipal 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 *School Act*, R.S.A. 2000 Ch. S-3, and any amendments thereto 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.

17. TIME OF THE ESSENCE

- 17.1 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.

18. SEVERABILITY

- 18.1 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.

19. APPLICABLE LAWS

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

20. NON-WAIVER

- 20.1 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.

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 in accordance with Article 9.

The City and the Boards have executed this Agreement on the 17 day of October, 2007.

APPROVED:

As to form: M. Hoffmann

As to content: RS

THE CITY OF EDMONTON as
represented by the Mayor

Per: Stephen Mandel
Stephen Mandel

THE BOARD OF TRUSTEES OF
THE EDMONTON CATHOLIC
SEPARATE SCHOOL DISTRICT
NO. 7

Per: Debbie Engel
Debbie Engel (Chair)

THE BOARD OF TRUSTEES OF
THE REGIONAL AUTHORITY OF THE
GREATER NORTH CENTRAL
FRANCOPHONE EDUCATION REGIONS
NO. 2 (CONSEIL SCOLAIRE CENTRE-
NORD)

Per: Claude Duret
Claude Duret (Chair)

THE BOARD OF TRUSTEES OF THE
EDMONTON PUBLIC SCHOOL DISTRICT
NO. 7

Per: Bev Esslinger
Bev Esslinger (Chair)

JOINT USE FACILITIES**City of Edmonton Facilities**

Dates and times that specific facilities will be available for use is determined on an annual basis. The City will determine what activities can be accommodated in each location.

GOLDSTICK PAVILION**39th Street & 103 Ave.**

Meeting/program space with washrooms and change facilities. Located in Goldstick Park. Used primarily as a cross-country ski base.

ARENAS

Bill Hunter Arena	9200-163 Street
Callingwood Twin Arena	17740-69 Avenue
Castledowns Twin Arena	11520-153 Avenue
Clareview Twin Arena	3804-139 Avenue
Confederation Arena	11204-43 Avenue
Coronation Arena	13500-112 Avenue
Crestwood Arena	9940-147 Street
Donnan Arena	9105-80 Avenue
Glengarry Arena	13340-85 Street
Grand Trunk Arena	13025-112 Street
Kenilworth Arena	8311-68A Street
Kinsmen Twin Arena	1979 - 111 Street
Londonderry Arena	14520-66 Street
Michael Cameron Arena	10404-56 Street
Mill Woods Arena	7207-28 Avenue
Oliver Arena	10335-119 Street
Russ Barnes Arena	6725-121 Avenue
George S. Hughes Arena	10525-72 Avenue
Terwillegar Community Rec Centre	2051 Leger Road
The Meadows Rec Centre	2704-17 Street
Tipton Arena	10828-80 Avenue
Westwood Arena	12040-97 Street

CITY OF EDMONTON FACILITIES (Continued)**SWIMMING POOLS**

ACT Aquatic and Recreation Centre	2909 113 Avenue
Bonnie Doon Leisure Centre	8648-81 Street
Clareview Community Recreation Centre	3804-139 Avenue
Commonwealth Community Recreation Centre	11000 Stadium Road
Confederation Leisure Centre	11204-43 Avenue
Eastglen Leisure Centre	11410-68 Street
Grand Trunk Leisure Centre	13025-112 Street
Hardisty Fitness & Leisure Centre	10535-65 Street
Jasper Place Leisure Centre	9200-163 Street
Kinsmen Sports Centre	9100 Walterdale Road
Londonderry Leisure Centre	14528-66 Street
Mill Woods Recreation Centre	7207-28 Avenue
O'Leary Leisure Centre	8804-132 Avenue
Peter Hemingway Fitness & Leisure Centre	13808-111 Avenue
Terwillegar Recreation Centre	2051 Leger Road
The Meadows Community Recreation Centre	2704-17 Street

TENNIS COURTS

Austin O'Brien	61 St. & 95 Ave.	3 bookable courts
Bonnie Doon	81 St. & 88 Ave.	3 bookable courts
Borden Park	112 Ave. & 74 St.	3 bookable courts
Confederation	43 Ave. & 114 St.	6 bookable courts
Coronation	111 Ave. & 135 St.	6 bookable courts
Forest Heights	84 St. & 103 Ave.	3 bookable courts
Glengarry	133 Ave. & 89 St.	3 bookable courts
Grand Trunk	130 Ave. & 112 St.	3 bookable courts
Jasper Place	89 Ave. & 163 St.	6 bookable courts
Kinsmen Sports Centre	9100 Walterdale Road	2 bookable courts
Londonderry	145 Ave. & 66 St.	3 bookable courts
Millwoods	28 Ave. & 72 St.	4 bookable courts
Queen Elizabeth	132 Ave. & 94 St.	3 bookable courts
Rundle Park	106 Ave. & 26 St.	6 bookable courts
Strathcona	72 Ave. & 104 St.	3 bookable courts
Victoria	108 Ave. & 103 St.	3 bookable courts

Note:

All sites have additional courts which must be left available for drop-in play.

CITY OF EDMONTON FACILITIES (Continued)**PICNIC SITES**

Borden Park (opening July 2/14)	112 Ave & 74 St.	4 bookable sites @ 32-48 capacity
Capilano Park	50 St. & 109A Ave.	1 bookable site @ 64 capacity
Coronation Park	111 Ave. & 134 St.	3 bookable sites @ 75 capacity
Emily Murphy Park	94 Ave. & Groat Road	2 bookable sites @ 32-96 capacity
Gold Bar Park	50 St. & 109A Ave.	4 bookable sites @ 64-96 capacity
Government House	9938 Groat Road	1 bookable site @ 64 capacity
Hermitage Park	2115-127 Ave.	1 bookable site @ 98 capacity
Jackie Parker Park	50 Street & 45 Avenue	4 bookable sites @ 30-40 capacity
Mill Woods Park (first-come, first-serve - reservations not required)		
	23 Avenue & 66 Street	4 sites @ 25-60 capacity
Rundle Park	2909-113 Ave.	6 bookable sites @ 96 capacity
Laurier Park	134 St. & Buena Vista Rd.	9 bookable sites @ 64-96 capacity
Victoria Park	River Road & 115 St.	1 bookable sites @ 96 capacity –
sites 1-5 closed during construction		
Whitemud Park	13204 Fox Drive	1 bookable site @ 64 capacity
William Hawrelak Park	9330 Groat Road (South Side Groat Bridge)	5 bookable sites @ 64-96 capacity

STAFFED SPORTSFIELDS

Sites with controlled access and amenities to support the playing surface (e.g. dressing rooms, lighting, bleachers, and sound system.)

Artificial Turf Fields

Clareview Community Recreation Centre	3804-139 Avenue
Clarke Park	11000 Stadium Road
JP Bowl	94 Avenue & 163 Street
Mill Woods Artificial Turf	71 Street & 23 Avenue

Natural Turf Fields

Coronation Bowl	112 Avenue & 135 Street
Goldstick Park Diamonds and Soccer	3910-103 Avenue
John Fry Park Diamonds	9700-28 Avenue
Rollie Miles Track	10525-72 Avenue

JOINT USE FACILITIES

Sport Fields

1,689 sport fields including

- 957 rectangular fields
- 732 diamond fields

Premier Fields

Full-size irrigated rectangular fields or diamonds with shale infield or base paths.

Standard Fields

Generally neighbourhood-level fields on school/park sites (grass only)

JOINT USE FACILITIES

School Board Facilities

CSCN: Conseil scolaire Centre-Nord (Greater North Central Francophone Schools)
 ECS: Edmonton Catholic Schools
 EPS: Edmonton Public Schools

“AA” gyms generally 500 m²+ with bleachers/other seating areas, suitable for large events such as tournaments.
 “A” gyms generally 500 m²+ suitable for adult and team competitive use.
 “B” gyms 400-500 m² Smaller gyms found in high schools and junior highs
 “C” gyms 350-400 m² Small gyms
 “D” gyms less than 350 m²

Dates and times that specific facilities will be available for use is determined on an annual basis. School Boards will determine what activities can be accommodated in each location.

Board	School Name	Address	GYMS				
			AA	A	B	C	D
CSCN	Gabrielle-Roy	8728-93 Avenue	✓				
*CSCN	Joseph-Moreau	9750-74 Avenue			✓		
CSCN	Maurice Lavallée	8828-95 Street	✓				
CSCN	Notre-Dame	15425-91 Avenue			✓		
CSCN	Père-Lacombe	10715-131A Avenue			✓		
CSCN	Ste-Jeanne-d'Arc	8505-68A Street			✓		
ECS	Anne Fitzgerald	699 Clareview Rd.			✓		
ECS	Annunciation	9325- 65 St.					✓
ECS	Archbishop Joseph MacNeil	750 Leger Way		✓			
ECS	Archbishop Macdonald	14219-109 Ave	✓				
ECS	Archbishop O'Leary	8760-132 Avenue	✓			✓	
ECS	Archbishop Oscar Romero	17760-69 Avenue	✓				
ECS	Austin O'Brien	6110-95 Avenue	✓				

* This is the old Ritchie School leased by CSCN from Edmonton Public Schools.

Schedule A-3

Board	School Name	Address	AA	A	B	C	D
ECS	Ben Calf Robe: St. Clare	11833-64 St.			✓		
ECS	Bishop Greschuk	17330-91 St.			✓		
ECS	Bishop Savaryn	16215-109 St.			✓		
ECS	Cardinal Collins *no gym	3802-139 Avenue ** classrooms only					
ECS	Cardinal Léger	8808-144 Avenue			✓		
ECS	Father Leo Green	7512-144 Avenue				✓	
ECS	Father Michael Troy	3630-23 St.		✓			
ECS	Frère Antoine	2850 Mill Woods Rd.			✓		
ECS	Good Shepherd	18111-57 Avenue			✓		
ECS	Grandin	9844-110 St.					✓
ECS	H.E. Beriault	8125-167 St.				✓	✓
ECS	Holy Cross	15120-104 Avenue			✓		✓
ECS	Holy Family	1710 Mill Woods Rd. E.			✓		✓
ECS	Holy Trinity	7007-28 Avenue	✓				
ECS	J.H. Picard	7055-99 St.		✓			✓
ECS	J.J. Bowlen	6110-144 Avenue			✓		
ECS	John Paul I	5675-38 Avenue				✓	
ECS	Katherine Therrien	15040-118 St.			✓		
ECS	Louis St. Laurent	11230-43 Avenue	✓	✓			
ECS	Mary Hanley	3330-37 St.			✓		
ECS	Monsignor Fee Otterson	1834 Rutherford Road SW		✓			
ECS	Monsignor William Irwin	2629 Taylor Green NW		✓			
ECS	Mother Margaret Mary	2010 Leger Rd	✓				
ECS	Mother Teresa	9008-105 A Avenue			✓		
ECS	Our Lady of Mount Carmel	10524-76 Avenue			✓		
ECS	Our Lady of Peace	15911-110 Avenue				✓	
ECS	Our Lady of The Prairies	17655-64 Avenue			✓		
ECS	Our Lady of Victories	7925-158 St				✓	
ECS	Sir John Thompson	13525-132 Avenue			✓		

Schedule A-3

Board	School Name	Address	AA	A	B	C	D
ECS	Sister Annata Brockman	355 Hemingway Road NW		✓			
ECS	St. Alphonsus	11624-81 St.			✓		✓
ECS	St. Angela	13430-132 A St.			✓		
ECS	St. Anne	14105-94 St.			✓		
ECS	St. Augustine	3808-106 St				✓	
ECS	St. Basil	10210-115 Avenue			✓		✓
ECS	St. Benedict	18015-93 Avenue				✓	
ECS	St. Bernadette	11917-40 St.			✓		
ECS	St. Bonaventure	3004-139 Avenue				✓	
ECS	St. Boniface	11810-40 Avenue					✓
ECS	St. Catherine	10915-110 St			✓		
ECS	St. Cecilia	8830-132 Avenue			✓		✓
ECS	St. Charles	10423-172 Avenue				✓	
ECS	St. Clement	7620 Mill Woods Rd. S.			✓		
ECS	St. Dominic	5804-144 Avenue				✓	
ECS	St. Edmund	11712-130 Avenue			✓		✓
ECS	St. Elizabeth	7712-36 Avenue			✓		
ECS	St. Elizabeth Seton	3711-135 Avenue			✓		✓
ECS	St. Francis Of Assisi	6614-129 Avenue			✓		✓
ECS	St. Francis Xavier	9250-163 St.	✓				
ECS	St. Gabriel	5540-106 Avenue					✓
ECS	St. Gerard	12415-85 St.			✓		
ECS	St. Hilda	7630-38 Avenue			✓	✓	
ECS	St. James	7814-83 St.			✓		
ECS	St. Jerome	3310-107 Avenue					✓
ECS	St. John Bosco	7411-161 A Avenue				✓	
ECS	St. Joseph	10830-109 St.	✓				
ECS	St. Justin	8405-175 St.					✓
ECS	St. Kateri	3807-41 Avenue			✓		
ECS	St. Kevin	10005-84 St			✓		✓
ECS	St. Leo	5412-121 Avenue				✓	
ECS	St. Lucy	11750-162 Avenue				✓	
ECS	St. Maria Goretti	4214-127 Avenue				✓	
ECS	St. Mark	11625-135 St.			✓		

Schedule A-3

Board	School Name	Address	AA	A	B	C	D
ECS	St. Martha	7240-180 St			✓		
ECS	St. Martin	11310-51 Avenue				✓	
ECS	St. Mary	490 Rhatigan Rd. E			✓		
ECS	St. Matthew	8735-132 Avenue				✓	✓
ECS	St. Monica	14710-53 Avenue					✓
ECS	St. Nicholas	3643-115 Avenue		✓			
ECS	St. Paul	14410-96 Avenue			✓		
ECS	St. Philip	8720-144 Avenue			✓		
ECS	St. Pius X	12214-128 St.			✓		
ECS	St. Richard	5704 Mill Woods Rd. S.				✓	
ECS	St. Rose	8815-145 St.			✓		
ECS	St. Stanislaus	3855-114 St.					✓
ECS	St. Teresa	11350-25 Avenue				✓	
ECS	St. Thomas More	9610- 65 St.			✓		
ECS	St. Timothy	14330-117 St.			✓		
ECS	St. Vincent	10530-138 St.			✓		
ECS	St. Vladimir	7510-132 Avenue					✓
EPS	A. Blair McPherson	430 Tamarack Green		✓			
EPS	Abbott	12045-34 Street				✓	
EPS	Academy at King Edward	8525-101 Street					✓
EPS	Afton	16604-91 Avenue				✓	
EPS	Aldergrove	8525-182 Street				✓	
EPS	Allendale	6415-106 Street				✓	✓
EPS	Amiskwaciy Academy	101 Airport Road	✓				
EPS	Athlone	12940-129 Street					✓
EPS	Avalon	5425-114 Street			✓		
EPS	Avonmore	7340-78 Street					✓✓
EPS	Balwin	7055-132 Avenue				✓	✓
EPS	Bannerman	14112-23 Street			✓		
EPS	Baturyn	10603-172 Avenue			✓		
EPS	Beacon Heights	4610-121 Avenue				✓	
EPS	Belgravia	11605-74 Avenue					✓
EPS	Belmead	9011-182 Street					✓✓
EPS	Belmont	3310-132A Avenue					✓✓
EPS	Belvedere	13359-62 Street					✓
EPS	Bessie Nichols	189 Hemingway Rd		✓			
EPS	Bisset	3020-37 Street				✓	
EPS	Braemar	9359-67A Street					✓✓
EPS	Brander Gardens	14865-56 Avenue				✓	
EPS	Brightview	15425-106 Avenue					✓

Schedule A-3

Board	School Name	Address	AA	A	B	C	D
EPS	Britannia	16018-104 Avenue				✓	✓
EPS	Brookside	5504-143 Street					✓
EPS	Caernarvon	14820-118 Street				✓	
EPS	Calder	12950-118 Street				✓	
EPS	Callingwood	17335-76 Avenue			✓		
EPS	Centennial	17420-57 Avenue			✓		
EPS	Clara Tyner	9420 Ottewell Road					✓
EPS	Coronation	10925-139 Street					✓
EPS	Crawford Plains	4210-12 Avenue			✓		
EPS	Crestwood	9735-144 Street					✓
EPS	D.S. MacKenzie	4020-106 Street			✓		
EPS	Daly Grove	1888-37 Street			✓		
EPS	Dan Knott	1434-80 Street			✓		
EPS	Delton	12126-89 Street					✓
EPS	Delwood	7315 Delwood Rd					✓✓
EPS	Dickinsfield	14320-88A Street			✓		
EPS	Donnan	7803-87 Street					✓
EPS	Dovercourt	13910-122 Avenue					✓
EPS	Dr. Donald Massey	5435-162 Avenue		✓			
EPS	Duggan	10616-36A Avenue				✓	
EPS	Dunluce	11735-62 Avenue			✓		
EPS	Earl Buxton	250 Rhatigan Road			✓		
EPS	Eastglen	11430-68 Street	✓		✓		
EPS	Edith Rogers	8308 Millwoods Road			✓		
EPS	Edmonton Christian-NE..	13470 Fort Road	✓				
EPS	Edmonton Christian-Sr. High	14304-109 Avenue	✓				
EPS	Edmonton Christian-West	14345 McQueen Road		✓			
EPS	Ekota	1395 Knottwood Rd. E.				✓	
EPS	Elizabeth Finch	13815-160 Avenue		✓			
EPS	Ellerslie-North	521-66 Street			✓		
EPS	Elmwood	16325-83 Avenue				✓	
EPS	Esther Starkman	2717 Terwillegar Way		✓			
EPS	Evansdale	9303-150 Avenue				✓	
EPS	Florence Hallock	16437-87 Street		✓			
EPS	Forest Heights	10304-81 Street					✓✓
EPS	Fraser	14904-21 Street				✓	
EPS	Garneau	10925-87 Avenue				✓	

Schedule A-3

Board	School Name	Address	AA	A	B	C	D
EPS	George H. Luck	300 Bulyea Road			✓		
EPS	George P. Nicholson	1120 - 113 Street		✓			
EPS	Glendale	9812-161 Street					✓
EPS	Glengarry	9211-135 Avenue					✓✓
EPS	Glenora	13520-102 Avenue					✓
EPS	Gold Bar	10524-46 Street					✓
EPS	Grace Martin	8210-36 Avenue				✓	
EPS	Grandview Heights	6225-127 Street					✓
EPS	Greenfield	3735-114 Street				✓	
EPS	Greenview	5904-38 Avenue					✓✓
EPS	Grovenor	10345-144 Street					✓
EPS	Hardisty	10534-62 Street				✓	✓
EPS	Harry Ainlay	4350-111 Street	✓		✓		
EPS	Hazeldean	6715- 7 Street					✓✓
EPS	Highlands	11509-62 Street					✓
EPS	Hillcrest	16400-80 Avenue		✓			
EPS	Hillview	355 Woodvale Rd. East				✓	
EPS	Holyrood	7920-94 Avenue					✓
EPS	Homesteader	4455-128 Avenue				✓	
EPS	Horse Hills	19355 Meridian Street			✓		
EPS	Inglewood	11515 - 127 Street					✓
EPS	J. Percy Page	2707 Millwoods Road	✓				✓
EPS	J.A. Fife	15004-76 Street				✓	
EPS	Jackson Heights	311 Jackson Road			✓		
EPS	James Gibbons	8945-153 Street					✓
EPS	Jasper Place	8950-163 Street	✓✓ ✓				
EPS	John A. McDougall	10930-107 Street				✓	
EPS	John Barnett	14840-72					✓
EPS	John D. Bracco	3150-139 Avenue		✓			
EPS	Johnny Bright	3150-139 Avenue		✓			
EPS	Julia Kiniski	4304-41 Avenue			✓		
EPS	Kameyosek	250 Lakewood Rd. East				✓	
EPS	Kate Chegwin	3119-48 Street		✓			
EPS	Keheewin	1910-105 Street			✓		
EPS	Kenilworth	7005-89 Avenue				✓	✓
EPS	Kensington	13410-119 Street					✓

Schedule A-3

Board	School Name	Address	AA	A	B	C	D
EPS	Kildare	7525-144 Avenue				✓	
EPS	Killarney	13110-91 Street				✓	✓
EPS	King Edward	8530-101 Street				✓	
EPS	Kirkness	610 Kirkness Road			✓		
EPS	L.Y. Cairns	10510-45 Avenue			✓		
EPS	Lago Lindo	17303-95 Street				✓	
EPS	Lansdowne	12323-51 Avenue					✓
EPS	Laperle	18715-97A Avenue			✓		
EPS	Lauderdale	10610-129 Avenue					✓
EPS	Laurier Heights	8210-142 Street					✓✓
EPS	Lawton	11602-40 Street			✓		
EPS	Lee Ridge	440 Millbourne Road E.				✓	
EPS	Lendrum	11330-54 Avenue					✓
EPS	Lillian Osborne	2019 Leger Road NW	✓				
EPS	Londonderry	7104-144 Avenue			✓		
EPS	Lorelei	16230-103 Street				✓	
EPS	Lymburn	18710-72 Avenue			✓		
EPS	Lynnwood	15451-84 Avenue				✓	
EPS	M.E. Lazerte	6804-144 Avenue	✓	✓			
EPS	Maj Gen Griesbach	304 Griesbach School Road		✓			
EPS	Malcolm Tweddle	2340 Millbourne Rd. W.				✓	
EPS	Malmo	4716-115 Street					✓
EPS	Mary Butterworth	16315-109 Street		✓			
EPS	Mayfield	10950-159 Street				✓	
EPS	McArthur	13535-134 Street					✓
EPS	McKee	10725-51 Avenue				✓	
EPS	McKernan	11330-76 Avenue				✓	✓
EPS	McLeod	14807-59 Street				✓	
EPS	McNally	8440-105 Avenue	✓		✓		
EPS	Meadowlark	9150-160 Street				✓	
EPS	Meadowlark Christian	9825-158 Street				✓	
EPS	Mee-Yah-Noh	9228 - 128A Ave					✓
EPS	Menisa	933 Knottwood Rd. S.				✓	
EPS	Meyokumin	5703-19A Ave					✓✓
EPS	Meyonohk	1850 Lakewood Rd. S.			✓		

Schedule A-3

Board	School Name	Address	AA	A	B	C	D
EPS	Michael A. Kostek	5303-190 Street			✓		
EPS	Michael Strembitsky	4110 Savaryn Dr		✓			
EPS	Mill Creek	9735-80 Avenue					✓
EPS	Millwoods Christian	8704 Mill Woods Road		✓			
EPS	Minchau	3615 Millwoods Rd. East			✓		
EPS	Montrose	11931-62 Street					✓
EPS	Mount Pleasant	10541-60A Avenue				✓	✓
EPS	Mount Royal	11303-55 Street					✓
EPS	Newton	5523-122 Avenue					✓
EPS	Northmount	14020-88A Street				✓	
EPS	Norwood	9520-111 Avenue					✓
EPS	Oliver	10227-118 Street				✓	
EPS	Ormsby	6323-184 Street			✓		
EPS	Ottewell	9435-73 Street				✓	
EPS	Overlanders	1150 Hermitage Road					✓✓
EPS	Parkallen	6703-112 Street					✓
EPS	Parkview	14313-92 Avenue			✓		✓
EPS	Patricia Heights	16216-78 Avenue					✓
EPS	Pollard Meadows	1715-48 Street					✓
EPS	Prince Charles	12325-127 Street					✓
EPS	Princeton	7720-130 Avenue					✓
EPS	Queen Alexandra	7730-106 Street					✓
EPS	Queen Elizabeth	9425-132 Avenue	✓	✓			
EPS	R.J. Scott	11610-38 Street					✓
EPS	Richard Secord	4025-117 Street				✓	
EPS	Rideau Park	10605-42 Avenue					✓
EPS	Rio Terrace	7608-154 Street					✓
EPS	Riverbend	14820-53 Avenue			✓		
EPS	Riverdale	8901-101 Avenue					✓
EPS	Ross Sheppard	13546-111 Avenue	✓	✓			
EPS	Rosslyn	13215-113A Street			✓		✓
EPS	Rundle	11005-34 Street				✓	
EPS	Rutherford	8620-91 Street				✓	
EPS	S. Bruce Smith	5545-184 Street		✓			
EPS	Sakaw	5730-11A Ave			✓		
EPS	Satoo	8515-17 Ave				✓	
EPS	Scott Robertson	13515-107 Street					✓
EPS	Sherwood	9550-152 Street					✓

Schedule A-3

Board	School Name	Address	AA	A	B	C	D
EPS	Sifton	4305-134 Avenue			✓		
EPS	Spruce Avenue	11424-102 Street					✓
EPS	Steele Heights	14607-59 Street					✓
EPS	Steinhauer	10717-32A Avenue				✓	
EPS	Stratford	8715- 53 Street			✓		
EPS	Strathcona	10450-72 Avenue	✓		✓		
EPS	Sweet Grass	11351-31 Avenue			✓		
EPS	T.D. Baker	1750 Millwoods Rd. East			✓		
EPS	Talmud Torah	6320- 72 Street			✓		
EPS	Thorncliffe	8215-175 Street				✓	
EPS	Tipaskan	1200 Lakewood Rd. N.			✓		
EPS	Velma E. Baker	2845-43A Avenue				✓	
EPS	Vernon Barford	32 Fairway Drive			✓		
EPS	Victoria School of the Arts	10210-108 Avenue	✓✓				
EPS	Vimy Ridge Academy	8205-90 Avenue	✓	✓			
EPS	Virginia Park	7324-109 Avenue					✓
EPS	W.P. Wagner	6310 Wagner Road	✓	✓			
EPS	Waverley	6825-89 Avenue					✓
EPS	Weinlos	2911-48 Street			✓		
EPS	Westbrook	11915-40 Avenue					✓
EPS	Westglen	10950-127 Street			✓		
EPS	Westlawn	9520-165 Street			✓		
EPS	Westminster	13712-104 Avenue			✓		✓
EPS	Westmount	11125-131 Street			✓		
EPS	Windsor Park	8720-118 Street					✓
EPS	Winterburn	9527 Winterburn Rd			✓		
EPS	Woodcroft	Woodcroft Avenue					✓
EPS	York	13915-61 Street					✓
EPS	Youngstown	10330-163 Street				✓	
Aurora Charter School	Sherbrooke	12245-131 Street					✓
Suzuki Charter School	Capilano	10720-54 Street					✓

OPERATING GUIDELINES

School Use of City Facilities

Eligible User Groups

For use of City facilities, school user groups must:

- Be operating under the auspices of the school or school district, AND
- Have school staff participating in, or supervising, the activity, AND
- Be covered by the school district's liability insurance

Eligible Activities

Activities accommodated include:

- Curriculum activity
- Inter-school events
- Programs sponsored by the school district which may be operated by a not-for-profit organization registered under the Societies Act of Alberta

Priorities for Use

1. Recreation activities within the City mandate, including community use.
2. Joint Use by schools

Expectations of Users

To retain the right to book and use facilities, user groups must:

- Meet the criteria in these Operating Guidelines.
- Make booking requests according to established procedures.
- Respect the facilities they are using and the authority of the staff person in charge of the facility.
- Meet all requirements outlined in the license.

OPERATING GUIDELINES

City and Community Use of School Board Facilities
--

Eligible User Groups

For use of school board facilities under the Joint Use Agreement, user groups must:

- be *one of* the following:
 - a City-sponsored or operated program/group, OR
 - a registered not-for-profit organization under the Societies Act of Alberta, OR
 - part 9 of the Companies Act, OR
 - part 21 of the Business Corporations Act, OR
 - special act of the Parliament of Canada, OR
 - special act of the Alberta Legislature, OR
 - a non-registered informal organization or group without paid leadership,
- be covered by the City of Edmonton's insurance.
- generally have a minimum of 75% City of Edmonton residents.
- generally have a minimum of 12 participants per booking.

Eligible Activities

Activities accommodated include:

- Organized league sports
- Instructional recreation/sport activities (structured learning)
- Casual sport/recreation use (drop in and/or occasional use)
- Occasional business meetings of eligible user groups with a primary mandate in recreation

Priorities for Use

1. Activities within the School Board's mandate, including all aspects as described under the *School Act*
2. Joint Use

Expectations of Users

To retain the right to book and use facilities, user groups must:

- Meet the criteria in these Operating Guidelines.
- Make booking requests according to established procedures.
- Respect the facilities they are using and the authority of the staff person in charge of the facility.
- Meet all requirements outlined in the license.

OPERATING GUIDELINES

School and Community Use of Sport Fields

Eligible User Groups

For use of sport fields,

School User Groups must:

- Be operating under the auspices of the school or school district, AND
- Have school staff participating in, or supervising, the activity, AND
- Be covered by the school district's liability insurance

Community User Groups must:

- Be *one of* the following:
 - a City-sponsored operated program/group, OR
 - a registered not-for-profit organization under the Societies Act of Alberta, OR
 - part 9 of the Companies Act, OR
 - part 21 of the Business Corporations Act, OR
 - special act of the Parliament of Canada, OR
 - special act of the Alberta Legislature, OR
 - a non-registered informal organization or group without paid leadership, AND
- Be covered by the City of Edmonton's insurance AND
- Have a minimum of 75% City of Edmonton residents.

Eligible Activities

- School curriculum activity, inter-school events, and qualifying sport programs
- Major civic events
- City programs
- Community organized league sports, instructional recreation/sport activities and casual community sport/recreation use

Priorities for Use

During School Operational Hours (typically until 6:00 pm):

- Schools have priority use of sportsfields on school sites

Outside of School Operational Hours

1. Major civic events.
2. City programs, school User Groups and community sport User Groups scheduled through the established allocation process considering time constraints and special needs of each group.
3. Other school use of fields.

Expectations of Users

- Meet the criteria in these Operating Guidelines.
- Make booking requests according to established procedures.
- Respect the facilities they are using and the authority of the staff person in charge of the site.
- Meet all requirements outlined in the license.

OPERATING GUIDELINES

Endorsement Process for Facility Based Criteria
--

Permitted Use

Definition: An activity held in a facility or on a site that is specifically designed for that purpose.

Examples: Picnics in picnic sites, volleyball or basketball in gymnasias, swimming lessons in pools.

Approval:

Approvals are not required as long as the use meets the Eligible Activities requirements in parts B-1, B-2 or B-3 of the Operating Guidelines.

Discretionary Use

Definition:

An activity held in a facility or on a site that is not specifically designed for that purpose, but is pre-approved by the facility owner based upon specific, pre-established conditions.

Examples:

Soccer conditioning and/or practice in a gymnasium.

Marching band practice on playing fields

Approval:

As per requirements and conditions pre-established by the facility owner and endorsed by the Joint Use Agreement Facilities Management Committee. A list of requirements and conditions for “other approved uses” will be maintained by the Joint Use Agreement Facilities Management Committee.

Special Use

Definition:

An activity proposed for a facility or site that is not specifically designed for that purpose, and is not pre-approved by the facility owner.

Examples:

Community festival in gymnasium

Parking on sports fields

Approval:

A written request, which describes in detail the proposed event, is submitted to the affected partners at least 28 days prior to the event or activity. Consultation among affected JUA parties is held in a timely fashion such that the applicant would receive notice of approval or refusal at least 14 days prior to event.

JOINT USE COST MODEL

In order to provide optimal access to school gymnasiums, City arenas and City pools while honouring the partner's mandates, the Parties agree to:

- Utilize this Cost Model to identify costs that they agree to recover;
- Maintain the current level of access and enable additional access to Joint Use Facilities, recognizing that exceptional circumstances may arise.

In maximizing access, the Parties further agree to:

- Implement the model effective with the 2008/2009 booking season;
- Confirm on an annual basis the “available hours” for Joint Use;
- Identify available hours in school gyms by gym type;
- Provide “additional hours” in excess of the available hours to meet community or school demands;
- Provide access by applying “available” and “additional” rates which are to be reviewed annually by the Steering Committee.

Implementation Guidelines:

- Available hours are regularly staffed hours not used by the facility owner. They will be adjusted on an annual basis to reflect the facilities added to/removed from the inventory and/or those that are temporarily unavailable.
- Requests for additional hours will be managed through an agreed allocation and booking process, as approved by the Steering Committee;
- Additional hours will be made available at the rate established to cover additional costs of staffing;
- Hours in City pools and arenas will be provided to the Boards as a whole. The Boards will determine how they will share the hours amongst themselves. Each Board will allocate hours to school User Groups and determine how costs will be recovered.
- Hours in school gyms will be provided to the City. The City will determine how the hours will be allocated to City and community User Groups and how costs will be recovered.

JOINT USE COST MODEL – SUMMER ACCESS

In order to provide optimal access to school gymnasiums, classrooms and other school spaces, while honouring the partner's mandates, the Parties agree to:

- Provide summer access to school facilities for community groups to deliver recreational, educational and cultural programming by emerging Aboriginal, immigrant, refugee and special needs groups through the Joint Use Agreement.
- Utilize this Summer Access Cost Model to identify costs that will be transferred to the parties;
- Attempt to maintain the current level of summer access and enable additional summer access to Joint Use Facilities, recognizing that exceptional circumstances may arise.
- Summer Access typically occurs in the month of July. Available time in the first two weeks of August may be considered based on facility availability.

In maximizing access, the Parties further agree to:

- Confirm on an annual basis the “available hours” for Joint Use Summer Access;
- Identify available hours in each school including the type and number of rooms available;
- Make available summer access hours to endeavor to meet community needs while respecting school limitations;
- Provide access with established summer access rates which are to be reviewed annually by the Steering Committee.

Implementation Guidelines:

- Available hours are regularly staffed hours in the summer not used by the facility owner. They will be adjusted on an annual basis to reflect the facilities available, requested and/or those that are temporarily unavailable.
- A list of schools requested for summer access should be submitted to the School Boards in January of each year.
- Schools Boards will confirm which schools can be made available and a list of available hours in schools for the summer will be provided to the City.
- Community Groups will submit an application for Summer Access outlining space requirements including equipment requests.
- School Boards will confirm a suitable school space for each group
- The City will determine how the hours will be allocated to Community User Groups and the amounts to be charged to the groups
- In addition, a sports field or suitable outdoor space adjacent to the school shall be booked for each group at no additional cost through the city booking process.

DISPUTE RESOLUTION PROCEDURE

The City and the Boards agree to use their best efforts to resolve any disputes arising between them with respect to this Agreement as efficiently and cost effectively as possible.

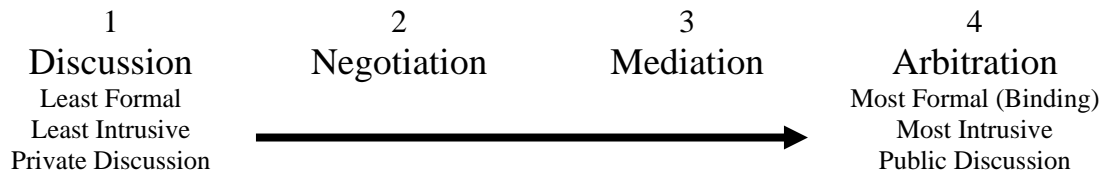
At all relevant times, the City and the Boards shall:

- make bona fide efforts to resolve all disputes by amicable negotiations; and
- provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations.

In the event of a dispute between the two or more of the Parties, not relating to operational issues, such dispute shall be resolved in accordance with this Schedule.

1. In the event of dispute arising between the Parties to this Agreement as to their respective rights or obligations under the Agreement then such issues shall be handled in accordance with the following:
 - 1.1. At all times, the Parties shall disclose relevant facts and information in a bona fide effort, to resolve issues in a timely manner.
 - 1.2. Should these efforts not resolve the dispute, the matter will be referred to the Steering Committee to determine the appropriate process/s from the following continuum:

Continuum for Appropriate Dispute Resolution (ADR)



- 1. Discussion:** Opportunity for the Parties in dispute to enter into discussions to discuss information, interpretation and understanding in an effort to resolve the dispute.
- 2. Negotiation:** Opportunity for the Parties, with the new understanding and information, to discuss the issues and work towards a collaborative resolution that meets all Parties' needs to the greatest possible degree given the circumstances.
- 3. Mediation:** Opportunity for Parties to have an external third party facilitate a confidential interest-based without prejudice discussion to work towards a mutually satisfactory outcome.
- 4. Arbitration:** The Parties present evidence to an Arbitrator who makes a binding decision regarding the dispute. The Arbitrator awards a decision which is a public document registered with the courts.

- 1.3. Any efforts to resolve a dispute between the Parties by negotiation (or any of the other collaborative processes”), does not suspend the expiration of any time limitation for engaging in any other form of dispute resolution under this Agreement unless the Parties have specifically agreed in writing to waive or vary that time requirement.
- 1.4. If any Party makes a decision required under a term or condition of this Agreement, which could not be settled by any of the earlier methods of dispute resolution (as defined here in this Schedule), the other Parties may give written notice requesting that the matter in dispute be resolved in accordance with the provision (of this Schedule option) to Arbitrate as a method of resolution with the Commencement of the Arbitration as follows:
 - 1.4.1. The Arbitration Act of Alberta (Assented to June 25, 1981) with amendments June 22, 2001, states “arbitration may be commenced in any way recognized by law, including the following:
 - 1.4.1.1. a party to an arbitration agreement serves on the other parties notice to appoint or to participate in appointment of an arbitrator under the agreement;
 - 1.4.1.2. the parties to the dispute may give the power to appoint an Arbitrator to another party, that is not involved in the dispute, and that party then serves notice to the parties in dispute:
 - 1.4.1.3. a party serves on the other party a notice demanding arbitration under the arbitration agreement, except as modified by this Schedule A, the provisions of the Arbitration Act ADR Institute of Canada Inc. National/Provincial Arbitration Rules, as amended, shall apply to the arbitration procedure.
 - 1.4.2. An arbitral award rendered under this Schedule is final and binding on the City and the Boards and there shall be no appeal of the decision to the courts or judicial review.

A copy of the Arbitration Act can be purchased through the Queen’s Printer for Alberta.

Staffed Facility Groupings of Inventory 2015-2016 Joint Use (School) Fees						
	Arenas/Pools	Artificial Turf Fields		Staff Grass Fields	Track & Field	
		Single Field Venues				
	27 Ice Surfaces 14 Pools (All)	Clareview Rec Centre Clarke Park JP Bowl Mill Woods Combo 2		Coronation Goldstick Park Diamonds and Soccer John Fry Park Diamonds	Rollie Miles	JP Bowl Coronation Bowl Track
Available:	\$10 per hour* 8:30 am to 3:30 pm	\$10 per hour* Up to 5:00 pm		\$10 per hour* Up to 6:00 pm	\$0 – no equipment* \$10 – with equipment* Up to 5:00 pm	\$10 per hour* Up to 5:00 pm
Additional:	\$48 per hour*	Council approved minor fee				

* Fees subject to change yearly