

FACILITIES JOINT USE AGREEMENT

This Agreement is entered into this ___ day of _____, 2023.

BETWEEN

**THE BOARD OF TRUSTEES OF THE
BLACK GOLD SCHOOL DIVISION**
(hereinafter referred to as the "*Division*")

- AND -

THE CITY OF LEDUC
(hereinafter referred to as the "*City*")

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 Leduc, for recreational purposes and to organize and administer public recreational programs.

It is the responsibility of the Division 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 Leduc.

The shared use of City Facilities and School Facilities is an important tool in providing a high standard of educational, cultural and recreational opportunities 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 City and the Division wish to reaffirm their commitment to the principles of the shared use of City Facilities and School Facilities.

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.

NOW THEREFORE IN CONSIDERATION of their mutual commitment to the shared use of City Facilities 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 Facilities Joint Use Agreement, including the Schedules which are attached to and form part of this Agreement.
- b) "Associate Superintendent" means the Associate Superintendent – Business & Finance of the Division.
- c) "Board" means the Board of Trustees of Black Gold School Division and any successor board or authority.
- d) "City Facilities" shall have the meaning set out in Schedule A-1, which notes facilities available for booking by School User Groups.
- e) "City Manager" means the chief administrative officer of the City.
- f) "Council" means the municipal council of the City of Leduc.
- g) "Disease Pandemic" means any disease which is considered to be: a global pandemic by the World Health Organization; a national pandemic by the Government of Canada, or a provincial pandemic by the Government of Alberta;
- h) "Disease Pandemic Guidelines" means all guidelines and regulations published by the Government of Alberta and any other relevant Government Authority regarding mitigation measures taken to reduce transmission of a Disease Pandemic.
- i) "Effective Date" means the 30th day of June 2023, or such other date as may be mutually agreed in writing by the City Manager and the Associate Superintendent.
- j) "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.
- k) "Facilities Rental Assistant" means the individual employed by the Division who shall be responsible for coordinating the booking of School Facilities by the City.
- l) "Facility Allocation" means the process by which each Party allocates the Joint Use Facilities based upon established prioritization criteria when requests for the same space and timeslot are received.
- m) "Force Majeure" means the occurrence of an event beyond the reasonable control of a party that interferes with, delays or prevents performance of the obligations of a party, provided that the non-performing party is without fault in causing or failing to prevent such occurrence, and such occurrence cannot be circumvented through

the use of reasonable alternative sources, workaround plans or other means. Subject to the foregoing, "Force Majeure" includes, (i) explosions, fires, wildfires, flood, earthquakes, catastrophic weather conditions or other elements of nature or acts of God, (ii) acts of federal, provincial or local governmental authorities or courts; (iii) an order, directive, or recommendation of any Government Authority related to a Disease Pandemic, due to changes to the Disease Pandemic Guidelines, or any combination of thereof; (iv) a labour strike of the City's or Division's employees; and (v) acts of war (declared or undeclared), acts of terrorism, insurrection, riots or civil disorders, but does not include a failure to perform as a result of a party's lack of funds or financial ability or capacity to carry on business;

- n) "Instructional School Days" means those days identified as student days on the Division's annual school year calendar.
- o) "Joint Use Facilities" means those facilities designated by the Parties and listed in Schedule A-1 and A-2.
- p) "Joint Use Hours" means the hours that Joint Use Spaces are made available for joint use as identified in Schedule B.
- q) "Joint Use Space" means an individual amenity or space within a City Facility or School Facility as identified in Schedule A-1 and A-2.
- r) "Operating Guidelines" means the joint use guidelines created for the shared use of City Facilities and School Facilities as set out in Schedule C-1 and C-2.
- s) "Parties" means the City and the Division collectively.
- t) "Party" means either the City or the Division, as the context dictates.
- u) "Recreation Services Department" means the department within the City Administration directly responsible for coordinating the booking of all City-owned parks and playing fields and all City controlled recreational facilities.
- v) "Regular School Hours" means 8:00 am to 4:00 pm, Monday to Friday.
- w) "School" means a building or institution owned or controlled by the Division, including School Facilities, which is designed to accommodate students for instructional or educational purposes.
- x) "School Facilities" shall have the meaning set out in Schedule A-2, which identifies facilities available for booking by the City.
- y) "Sport Fields" means open space on City or Division land that has been developed to accommodate activities including, but not limited to, track and field events, soccer, football, rugby, ultimate frisbee, baseball, softball/fastball and slo-pitch.

- z) "User Group" means any Division or City group that fits within the eligibility criteria set out in Schedule C-1 and C-2 and books the use of Joint Use Facilities.

2. SCHEDULES

2.1. The following is the list of Schedules to this Agreement:

Schedule A-1	City Joint Use Facilities
Schedule A-2	School Joint Use Facilities
Schedule B	Joint Use Hours
Schedule C-1	City Joint Use Operating Guidelines
Schedule C-2	School Joint Use Operating Guidelines
Schedule C-3	Joint Use Operating Guidelines – Facility Use Approval 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:

ACCESS	Subject to available resources, each Party will make available their respective facilities for use by the other Party and the community. After its own use, each Party shall prioritize requests from the other Party for use of Joint Use Space during Joint Use Hours.
AUTONOMY	Each of the Parties is an independent, autonomous entity and has the right to determine which of their facilities shall be made available as Joint Use Space.
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.
CONSULTATION	The Parties shall consult with each other and with users on an annual basis to review the Operating Guidelines.
EFFICIENCY & 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 the public, 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.

FAIR & EQUITABLE COSTS

The costs of providing joint use are to be borne fairly and equitably by the Parties. Every effort will be made to keep costs as low as possible. The practice encouraged is that neither Party will charge the other Party for facilities included within the Agreement, unless otherwise noted in the Operational Guidelines.

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.

TRANSPARENCY & OPENNESS

The Parties shall make available to each other such information as is necessary to ensure the Principles and Operating Guidelines are observed.

4. JOINT USE COMMITTEE

- 4.1. A Joint Use Committee will be established consisting of two (2) representative(s) appointed by each of the respective Parties.
- 4.2. It is acknowledged and agreed that the Joint Use Committee may from time to time invite resource personnel as it is deemed advisable for the purpose of obtaining necessary information and advice.
- 4.3. The Joint Use Committee shall be responsible to the Parties for carrying out the following duties from time to time during the Agreement.
 - a) Interpreting the Agreement;
 - b) Implementing the Agreement;
 - c) Providing a forum for the operational concerns of the Parties to be discussed;
 - d) Recommending amendments to the Agreement;
 - e) Where possible, resolving or recommending solutions to resolve day to day operational concerns or difficulties related to the use of Joint Use Spaces by the Parties; and
 - f) Evaluating the effectiveness of the Agreement annually.

- 4.4. The Joint Use Committee will ensure that the Agreement Schedules are accurate and current on an annual basis. The City Manager and Associate Superintendent, or their respective authorized delegates, may approve and execute written amendments to the Agreement Schedules.
- 4.5. 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.
- 4.6. The Joint Use Committee shall meet at least once per year and may meet more frequently if required.
- 4.7. The meetings shall be chaired by the host Party, which will arrange for administrative support.
- 4.8. Meeting notes shall be kept for all meetings of the Joint Use Committee. Copies of the minutes of the meeting shall be provided to all Parties.

5. TERM

- 5.1. 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.
- 5.2. The terms and conditions of this Agreement shall be reviewed by the Joint Use Committee every five (5) years. Following each review the Joint Use Committee shall advise the Parties of any recommended amendments to this Agreement.

6. JOINT USE FACILITIES

6.1. City Facilities

- a) The City shall make available to the Division those City Facilities identified as Joint Use Facilities on Schedule A-1.
- b) The City shall determine what activities can be accommodated in these facilities.
- c) The City shall not charge fees to School User Groups for the use of Joint Use Space, except as allowed by the Operating Guidelines in Schedule C-1.
- d) The City may, if the Division requests services above the normal level, charge additional costs to meet those requests.
- e) The City may also charge the Division for any extraordinary costs the City incurs due to vandalism, damage or other costs not associated with normal wear and tear because 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.

6.2. **School Facilities**

- a) The Division shall make available to the City those portions of School Facilities identified as Joint Use Facilities on Schedule A-2.
 - b) The Division shall determine what activities can be accommodated in these facilities.
 - c) The Division shall not charge fees to City User Groups for the use of Joint Use Space, except as allowed by the Operating Guidelines in Schedule C-2.
 - d) The Division may, if the City requests services above the normal level, charge additional costs to meet those requests.
 - e) The Division may also charge the City for any extraordinary costs the Division may incur due to vandalism, damage or other costs not associated with normal wear and tear because of the use of a School Facility by a City User Group.
 - f) The Division shall be responsible for facility utilities, normal wear and tear, and normal staffing costs.
- 6.3. Notwithstanding Schedule A-1, the City Manager may advise, upon six (6) months' written notice to the Division, that a City Facility is added to or removed from the Joint Use Facilities and Spaces.
- 6.4. Notwithstanding Schedule A-2, the Associate Superintendent may advise, upon six (6) months' written notice to the City, that a School Facilities is added to or removed from the list of Joint Use Facilities and Spaces.
- 6.5. Notice of the removal of all or any portion of a Joint Use Space from the list of Joint Use Facilities available should include a written explanation as to why the specific Joint Use Space will no longer be available for use.
- 6.6. Notwithstanding any other provisions in this Agreement or its Schedules, the Facilities Rental Assistant or the Recreation Services Department, may determine if a particular use will be allowed to occur in a School Facility or City Facility.
- 6.7. Appeals from a refusal by the Facilities Rental Assistant or Recreation Services Department to allow a particular use within a School Facility or City Facility will follow the dispute resolution process outlined in Article 12.

7. OPERATING GUIDELINES

- 7.1. The Parties hereby agree to adhere to the Operating Guidelines which are attached to this Agreement as Schedules C-1, C-2 and C-3.
- 7.2. The Parties shall not allow use of Joint Use Facilities unless such use respects the Operating Guidelines in effect.
- 7.3. The Parties agree that they are responsible to provide their own supervision and minor clean-up (leaving the facility as it was found) when using the other Party's facility.
- 7.4. The Parties agree to provide complete janitorial services as required in their own facilities.
- 7.5. City use of School Facilities will be booked through the Division's Facilities Rental Assistant.
- 7.6. School use of City Facilities will be booked through the City's Recreation Services Department.

8. INSURANCE AND INDEMNITY

- 8.1. Both Parties shall, at their own expense and without limiting their liabilities provide and maintain the below listed insurance coverage in compliance with the Insurance Act of Alberta, with carriers, on forms and with coverage endorsements satisfactory to the other Party in its sole discretion.
 - a) Commercial general liability insurance (including premises/operations liability, contractors liability, contractual liability, products liability, completed operations liability, broad form property damage liability, personal injury liability, and extended bodily injury and death coverage) in a minimum amount of \$5,000,000 per occurrence and \$5,000,000 aggregate combined single limit for bodily injury or death, personal injury or property damage.

The insurance policies mentioned above are to contain, or be endorsed to contain, the following provisions:

- a) Both parties shall have the required insurance in full force and effect prior to execution of this Agreement and shall provide the other Party with evidence satisfactory to the other Party of all required insurance in the form of the Certificate of Insurance at any time upon request.
- b) The insurance to be maintained by each Party shall list the other Party as an additional insured.
- c) All required insurance shall be endorsed to provide the other Party with 30 days' advance written notice of cancellation.

- d) Both parties shall require and ensure that each subcontractor provides evidence of comparable insurance to that set forth in the insurance requirements section of the contract and shall provide evidence of same to the other Party upon request.
- 8.2 Each Party (the “Indemnifying Party”) agrees to defend, indemnify and hold the other Party (the “Non-Indemnifying Party”) harmless from all loss, cost, expense, judgment or damage on account of injury to persons, including personal injury, death and damage to property, in any way caused by the negligence of the Indemnifying Party, its servants, subcontractors, agents or employees, which relates to (or arises out of) programs or other matters to which this agreement pertains, together with all legal expenses and costs incurred by the Non-Indemnifying Party in defending any legal action pertaining to the above.

9. WITHDRAWAL AND TERMINATION

- 9.1. Either Party may withdraw from this Agreement in any year of the term by providing one (1) year’s written notice to the other Party of its intention to withdraw from this Agreement.
- 9.2. This Agreement may be terminated upon the written agreement of the Parties.

10. AMENDMENT

- 10.1. The Agreement shall not be modified, varied or amended except by the written agreement executed by the Parties.
- 10.2. Changes and/or modifications to the Schedules may be made from time to time by the Joint Use Committee when necessary. However, final authority is assigned to the owner of the facility where applicable. No other amendments to the Agreement shall be made except by written agreement executed by the Parties.

11. FORCE MAJEURE

- 11.1. Neither party will be held responsible or liable to the other or deemed to be in default or in breach of this Agreement for its delay, failure or inability to meet any of its obligations under this Agreement caused by or arising from a Force Majeure event. Any delay, failure or inability of a Party to perform its obligations under this Agreement will be excused for the reasonable duration of the Force Majeure event.
- 11.2. Where either party is prevented from carrying out its respective obligations hereunder due to a Force Majeure event, such party shall, as soon as possible, give notice of the occurrence of such Force Majeure event to the other party and of the obligations, the performance of which is thereby delayed or prevented, and the party giving notice shall

thereupon be excused from the performance of such obligations for the period of time directly attributable to such prevention or delay.

12. DISPUTE RESOLUTION

- 12.1. The Parties acknowledge that it is their intent to resolve all disputes in a private, expeditious and business-like manner through communication, discussion and resolution by negotiation. In furtherance of those objectives, the Parties agree to refer any unresolved disputes to the Joint Use Committee for resolution.
- 12.2. In the event the Joint Use Committee is unable to resolve the dispute, the dispute will go to:
 - a) in the case of a School Facility, to the Associate Superintendent – Business & Finance.
 - b) in the case of a City Facility, to the City Manager.
- 12.3. The decision by either the Associate Superintendent – Business & Finance or City Manager will be accepted as the final decision relative to that booking or particular use and the Schedules C1 and C2 Operating Guidelines will be updated at the next available opportunity to reflect the decision.

13. NOTICE

- 13.1. Whether or not so stipulated herein, all notices, communication, requests and statements (the “**Notice**”) required or permitted hereunder shall be in writing.
- 13.2. Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:
 - (i) Black Gold School Division
3rd Floor, 1101 - 5th Street
Nisku, Alberta T9E 7N3
Attention: Associate Superintendent – Business & Finance
E-mail: chelsey.volkman@blackgold.ca
 - (ii) City of Leduc
#1 Alexandra Park
Leduc, Alberta T9E 4C4
Attention: Director, Recreation Services
E-mail: jkamlah@leduc.ca

or to such other address as each Party may from time to time direct in writing.

13.3. Notice shall be served by one of the following means:

- a) by delivering it to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such Party;
- b) if delivered to a corporate Party, by delivering it to the address specified above during normal business hours.
- c) by fax or email to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:
 - i. if transmitted before 3:00pm on a Business Day, on that Business Day; or
 - ii. if transmitted after 3:00pm on a Business Day, on the next Business Day after the date of transmission; or
- d) by mailing via first class registered post, postage prepaid, to the Party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

14. HEADINGS

14.1. 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.

15. NON-STATUTORY WAIVER

15.1. 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.

- 15.2. The Division 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 Division of any approval or permit as may be required pursuant to the *Education Act*, S.A. 2012 Ch. E-0.3, and any amendments thereto and any other Act in force in the Province of Alberta. The Division, 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 Division, 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.

16. GENERAL PROVISIONS

- 16.1. This Agreement shall be governed by the laws of the Province of Alberta. The courts of the Province of Alberta have exclusive jurisdiction of any matter related to or touching upon this Agreement.
- 16.2. The Parties agree that the terms and conditions and all documents forming this contract constitute and govern the entire contract between the Division and the City, superseding, terminating and otherwise rendering null and void any and all prior agreements, understandings, negotiations, whether written or oral between the parties.
- 16.3. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement and this Agreement shall be construed to the fullest extent possible as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.
- 16.4. Notwithstanding any other provisions of this Agreement, each Party shall continue to control, operate and maintain its respective facilities.
- 16.5. If the date specified in this Agreement for giving any notice or taking any action is not a business day (or if the period during which any notice is required to be given or any action taken expires on a date that is not a business day) then the date for giving such notice or taking such action (and the expiration date of such period during which notice is required to be given or action taken) is the next day that is a business day.
- 16.6. Both parties agree that time is of the essence in this Agreement and all steps, notifications and other actions shall be taken without delay.
- 16.7. 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.

- 16.8. 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 Division.
- 16.9. This Agreement may be signed in counterparts, each of which so executed is deemed to be an original and such counterparts together constitute one and the same Agreement. Signatures delivered by email or another form of electronic transmission are deemed for all purposes to be original counterparts of this Agreement.

IN WITNESSETH WHEREOF, the parties hereto have affixed their hands and seals by their authorized officer the day and year first above written.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

**BOARD OF TRUSTEES OF
BLACK GOLD SCHOOL DIVISION**

CITY OF LEDUC

Board Chair

Mayor

Associate Superintendent – Business & Finance

CAO

**Schedule A-1
CITY JOINT USE FACILITIES**

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

Included Facilities

Facility	Spaces / Amenity	Detail
Leduc Recreation Centre (LRC)	Arena	Arenas (3)
	Field House	Boarded turf field house and unboarded courts
	Aquatic Centre	Access to pool areas may be restricted due to other scheduled activities and/or staffing levels
	Indoor Playground	For students 7 years and under
	Fitness Centre & Track	Teachers and students must meet orientation requirements prior to accessing amenity Access to fitness and track areas may be limited due to other scheduled activities
	Curling Pad	April to June, dry pad activities only
	Program & Meeting Rooms	Incidental facility bookings only
Outdoor Athletic Fields and Diamonds Non-School Sites	William F Lede Regional Park	Diamonds (7), multiuse fields (6), football, rugby (2), beach volleyball courts (4)
	Elks Park	Multiuse field, diamonds (2)
	Aileen Faller Park	Diamonds (2)
	Fred Johns Park	Diamonds (3)
Outdoor Athletic Fields and Diamonds School Sites	Caledonia Park School	Multiuse field, playground (2)
	Leduc Composite High School	Multiuse field (west of school)
	Ecole Corinthia Park School	Multiuse field, diamond
	Ecole Leduc Estates School	Playground
	West Haven Public School	Multiuse fields (2)
	Willow Park School	Playground (closest to road), diamond (by toboggan hill)

The City shall maintain athletic fields and diamonds adjacent to schools located on the property owned by the City in accordance with maintenance standards acceptable to both parties. The start/end of the operating season and access during and after inclement weather is based on the advice of the City's Public Services Department that takes into consideration sport field conditions and limiting activities that will damage the amenity. This includes meeting the requirements outlined in CAN/CSA Z614 Standard for Children's Playground Equipment and Surfacing.

Excluded Facilities

Alexandra Arena

This facility is only operated evenings and weekends during the school year. Any daytime school bookings require additional City staff resources to accommodate and regular rates would apply.

Alexandra Outdoor Pool

This facility is primarily operated evenings and weekends with limited daytime programming during the school year. Any daytime school bookings would require additional City staff resources to accommodate and public admission or rental rates would apply.

John Bole Athletic Park

Tri-party agreement between the Division, City and Leduc Track Club outlines access and rates.

LRC Curling Rink

Seasonally operated by the Leduc Curling Club from September to March, access is coordinated and charged independent of the City. When the ice is out of this amenity and it is operated by the City from April – June, schools can access the curling rink pad in the same manner as other arenas.

Maclab Centre for the Performing Arts

Operating agreement between the Division and City outlines access and rates.

Kinsmen Tennis Courts

As the only tennis amenity in Leduc, school user group access to this amenity cannot be guaranteed on instructional days due to community use. Access to this amenity is shared, and is based on a first come, first served basis.

Alexandra Park Spray Park

As the only spray park amenity in Leduc, school user group access to this amenity cannot be guaranteed on instructional days due to community use. Access to this amenity is shared, and is based on a first come, first served basis.

**Schedule A-2
SCHOOL JOINT USE FACILITIES**

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

“A” gyms	generally 500m ² +	“C” gyms	350-400 m ²
“B” gyms	400-500 m ²	“D” gyms	less than 350m ²

Included Facilities

Facility	Spaces / Amenity	Detail
Caledonia Park School	gymnasium	A
	classroom	
East Elementary School	gymnasium	D
	multiuse field	
	diamond	
	playground	
École Corinthia Park School	gymnasium	B
	playground (2)	
École Leduc Estates School	gymnasium	B
École Leduc Junior High School	gymnasium	Main Gym – B; Second Gym - D
	classroom	
	multiuse field	
Leduc Composite High School	gymnasium	Main Gym – A; Second Gym - B
	classroom	
Linsford Park School	gymnasium	D
	multiuse field	
	playground (2)	
West Haven Public School	gymnasium	A
	classroom	
	playground (2)	
Willow Park School	gymnasium	D
	multiuse field	
	diamond	
	small playground	

The gymnasium is available for use at all schools. Classrooms, as determined by the Division, are available for use at junior high and high schools.

The Division shall maintain athletic fields and diamonds adjacent to schools located on the property owned by the Division in accordance with maintenance standards acceptable to both parties. The start/end of the operating season and access during and after inclement weather is based on the advice of the Division’s Maintenance Department that takes into consideration sport field conditions and limiting activities that will damage the amenity. This includes meeting the requirements outlined in CAN/CSA Z614 Standard for Children's Playground Equipment and Surfacing.

Any new schools will have one year to confirm core programming before being required to provide joint use availability.

Excluded Facility

Covenant Christian School

School facility is privately owned by the Leduc Society for Christian Education.

**Schedule B
JOINT USE HOURS**

Facility Type	Available Hours
Instructional School Days, September - June	
School Facilities for City Use	6:00pm – 10:00pm
School Sports Fields at School Sites for City User Groups	5:00pm – 11:00pm
City Facilities for School Use	8:30am – 3:30pm
City Sports Fields at School Sites for School User Groups	fields* 8:30am – 5:00pm diamonds 8:30am – 4:00pm
City Sports Fields at Non-School Sites for School User Groups	8:30am – 3:30pm
Weekends, September - June	
Schools Facilities for City Use	8:00am – 10:00pm
City Facilities for School Use	NA

*The multi-use field to the west of Leduc Composite High School will be available for school use from 8:30am – 6:00pm.

Schedule C-1 CITY JOINT USE OPERATING GUIDELINES

Eligible User Groups

For use of City facilities, School User Groups must:

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

Sports Academies organized and supervised by the Division are eligible provided that, in the opinion of the City, the Academy's activity is limited to general development and educational pursuits and not elite training or league programming.

Only Division schools within the City of Leduc's boundaries and Covenant Christian School, which is in very close proximity to the City of Leduc, are eligible to use City Facilities under this Agreement. Subject to this single exception, School User Groups from Division schools located outside of the City of Leduc's boundaries are not eligible under this Agreement. This includes Division schools in New Sarepta, Beaumont, Calmar, Devon, Thorsby and Warburg.

Eligible Activities

Activities generally accommodated include:

- Curriculum activities
- Inter-school events
- Extra-curricular activities

Acceptability of specific amenity uses, including equipment and activity requirements and/or restrictions varies between amenities/spaces, will be determined at the time of booking. As well as any applicable fees due to the type of booking and additional set-up and staffing needs.

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 facility booking contract that is issued at the time of booking.

Should the Recreation Services Department deem a School User Group ineligible to use City facilities the School may appeal the decision to the City Manager for a final determination. A School User Group's eligibility can be reinstated upon request to the City Manager, who will determine if approved, when access will be reinstated and any conditions for use.

Booking Types

School bookings will be identified as one of the following types. Ultimately, the City staff processing facility booking requests will make the final determination on which booking type and the fees that will apply.

Joint Use “Free Access Opportunities”

Facility Admissions	<p>Students access multiple amenities and participate in City scheduled drop-in activities via wristbands alongside public and other users.</p> <p>Examples: Recreational swimming in the pool and class field trips to the LRC.*</p> <p>*Fees may apply for additional set up needs including cancelling public opportunities in the field house, if additional staff resources are required due to the number of students participating (groups of 51+ students), or when City staff are required for the School User Group to meet the amenity’s supervision requirements. Groups of 51 students or more will be charged \$25/hour for each additional staff member required.</p>
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Incidental Facility Bookings	<p>A booking made by the school to guarantee the school’s exclusive access to an amenity that has minimum set-up and equipment needs. The use is non-recurring.</p> <p>Example: An individual gym class exclusive access to the arena for skating activities.</p>
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Block Facility Bookings	<p>A recurring scheduled booking for the duration of the school year that provides the school’s exclusive access to an amenity for an instructional activity, option course or alternative program that is organized and supervised by the school.</p> <p>Examples: Physical education classes, optional courses and sports academies organized and supervised by the school.**</p> <p>** Regular school rates will apply for student activities organized and supervised by all other organizations.</p>
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Fees Will Apply For

Special Event Bookings	<p>Charges will apply for special events where the booking presents a significant disruption to regular facility bookings and schedules and/or where additional equipment or resources are required. This includes tournaments, camps and presentations that have set-up/takedown requirements outside of normal sports equipment and/or has a significant volume of participants that will impact regular operations.</p>
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Examples: Field house is booked for a student conference with extensive set-up requirements that start the evening before. A

court with tables and chairs is booked for student meals during a field trip.

Registered Programs

Students participate in a series of instructed programs offered by the City, subject to instructor and amenity availability.

Example: Instructed swim lessons or yoga classes.

Facility Allocation

When allocation occurs, several factors are considered when determining use. The following criteria is used by the City to guide the process and prioritize all facility requests received:

1. Special Events
2. City Programs and Leisure Opportunities
3. Joint Use Facility Booking Requests
 - * Consideration will be given to achieving a proportionate balance between the facility booking requests from both school divisions.
4. Local Minor Not-for-Profit Groups
5. Local Junior Not-for-Profit Groups
6. Local Adult Not-for-Profit Groups
7. Commercial Organizations and Non-Local Not-for-Profit Groups

Available Dates & Times

Eligible School User Groups may utilize City Facilities at no cost during Joint Use Hours for Facility Admissions, Incidental Bookings and Block Facility Bookings.

Regular school or public rates will apply for ineligible schools, bookings that occur after school hours and on non-instructional days as well as for Special Event Bookings and Registered Programs during instructional days and times. Rates are identified in the City's Charge Schedule available here - <https://www.leduc.ca/fees-by-law>.

Notwithstanding the statement above and subject to availability, the City will provide one free morning Special Event Booking in the Leduc Recreation Centre Field House for the Division's Welcome Back and Long Service Awards Ceremony in September (non-transferable). Charges will not occur for set up that will occur the evening before and after field house bookings conclude and tear down after the event, however additional staffing resources and equipment required for this event are subject to fees noted in the City's Charge Schedule (i.e. AV equipment, tables, chairs, stage, pipe n drape, turf removal).

The City will make every effort to balance each school's facility and program requests. Access is subject to availability and City staff will work with school representatives to find alternative days, times and/or locations if preferred choices are not available.

Booking Procedures

Pre-booking to schedule school visits at City Facilities is required to confirm space availability and to support facility staff preparation for the school’s visit. The City’s Recreation Facility Allocation Guidelines and Allocation Procedure will guide the allocation of City facility spaces and timeslots for facility use by various user groups.

- Requests to use City Facilities will be reviewed and confirmed by the Recreation Services Department:

<u>Requests Due</u>		<u>Bookings Confirmed</u>
May 1	September – March requests	June 30
October 15	April – June requests	December 15

- Any requests received after May 1 or October 15 will be allocated on a first come, first served basis.
- If capacity challenges arise due to multiple school requests, the City will defer to the Division to develop a process by which school and class access is prioritized.

Schools must provide a minimum of fourteen (14) days’ notice for activities planned for scheduled use, set up and/or equipment requests. Same day requests for the set up or use of City sports equipment may not be accommodated.

Requests to use specialized equipment may be accommodated and will be confirmed at the time of bookings. Fees may apply.

Each amenity may have its own participant age, supervision, orientation and equipment requirements that School User Groups will need to adhere to. This information will be shared with the School User Group at the time of booking.

If a School User Group requires that an outdoor field or diamond be prepped for competition use during Joint Use Hours (i.e. lines painted, infield groomed), the amenity must be booked a minimum of fourteen (14) days in advance.

Cancellations

School User Groups agree to give a minimum of fourteen (14) days’ notice to cancel bookings. If less than fourteen (14) days’ notice is given, regular school rates will be applied to the booking. Cancellations due to inclement weather or other unforeseen events are exempt.

In the event a School User Group does not show up for their scheduled booking, regular school rates will be applied and the school will be invoiced. Any “no shows” will be included in the annual reporting to the Division.

The City reserves the right to cancel or amend bookings as required and will work with school User Groups to reschedule any cancelled bookings

Booking Contacts

To streamline scheduling, invoicing and communications, each school will be asked to identify a primary and secondary point of contact each school year who will facilitate individual class requests to book City programs, services and facilities for the school year.

Aquatic Centre

Swim Lessons	Aquatic Programs Coordinator	780-980-7165	aquaticprograms@leduc.ca
Rec Swims	Aquatic Scheduling Assistant	780-980-7198 ext 6040	aquaticbookings@leduc.ca

Fitness Centre & Wellness Programs

Wellness Programs	Wellness Services Coordinator	780-980-8466	fitnessprograms@leduc.ca
Fitness Centre / Track Access	Fitness Centre Supervisor	780-980-8454	fitnessbookings@leduc.ca

All Other Amenities (field house, arenas, curling pad, program rooms, athletic fields and diamonds)

Events & Bookings		780-980-7118	events_bookings@leduc.ca
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Schedule C-2 SCHOOL JOINT USE OPERATING GUIDELINES

Eligible User Groups

For use of School Facilities under the Joint Use Agreement, a City User Groups must:

- Be a City-sponsored or operated program/group, AND
- Be covered by the City of Leduc's insurance.

Community User Groups who do not meet the eligibility criteria listed above may book School Facilities as per the Division's guidelines outlined in Administrative Procedure 548 – Community Use of School Facilities. Community group rental fees will apply.

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

All Division policies and procedures, specifically Administrative Procedure 548 – Community Use of School Facilities, are in effect during City use of School Facilities.

Expectations of Users

To retain the right to book and use facilities, City 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 Division's Administrative Procedure 548 – Community Use of School Facilities.

Should the Facilities Rental Assistant deem a City User Group ineligible to use School facilities the City may appeal the decision to the Associate Superintendent for a final determination. A City User Group's eligibility can be reinstated upon request to the Associate Superintendent, who will determine if approved, when access will be reinstated and any conditions for use.

Facility Allocation

When allocation occurs, several factors are considered when determining use. The following criteria is used by the Division to guide the process and prioritize all facility requests received:

1. School Activities
2. Joint Use Activities
3. Community Group Activities

Available Dates & Times

Eligible City User Groups may utilize School Facilities at no cost during Joint Use Hours on Instructional School Days. As the School Facilities are not staffed on the weekends, bookings must be for a minimum of three hours and a fee will be charged to recover the cost of the Division facility supervisor and any additional custodial support required.

Generally, School Facilities are not available to be booked when schools are closed as per the Division School Year Calendar (i.e. Midterm Break, PD days, Christmas Break, Spring Break, statutory holidays) and during the summer months. Any exceptions to this require approval by the Associate Superintendent – Business & Finance.

Notwithstanding the statement above and subject to availability, the Division will provide access to one School Facility per week, Monday to Friday, during the month of July for City organized children and youth programs. A cost recovery fee may be charged if it is determined by the Division that a facility supervisor or additional custodial support is required or any additional costs are incurred.

Booking Procedures

Requests to use School Facilities will be submitted through the form provided annually by the Facilities Rental Assistant.

<u>Requests Due</u>	<u>Booking Dates</u>	<u>Confirmation</u>	
		<u>Tentative</u>	<u>Official</u>
March 1	July – August requests	March 31	May 31
May 1	September – January request	June 30	September 15
September 1	February – June requests	October 15	December 15

Any requests received after the due dates will be allocated on a first come, first served basis.

Bookings must be made a minimum of seven (7) days in advance.

All equipment, aside from volleyball, badminton and basketball nets, must be provided by the User Group. Equipment requests must be made at the time of booking.

Requests to store City-owned equipment at School Facilities for City User Groups will be considered and accommodated where space permits. All such request shall be submitted to the Facilities Rental Assistant.

Cancellations

City User Groups agree to give a minimum of fourteen (14) days' notice to cancel bookings. If less than fourteen (14) days' notice is given, community group rental rates will be applied to the booking. Cancellations due to inclement weather or other unforeseen events are exempt. The Division reserves the right to cancel or amend bookings for priority purposes and will work with City User Groups to reschedule any cancelled bookings.

Booking Contact

Facilities Rental Assistant

Karla Strauss

780-955-2699

facilities.rental@blackgold.ca

Schedule C-3
JOINT USE OPERATING GUIDELINES – FACILITY USE APPROVAL PROCESS

Permitted Use

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

Examples: Volleyball or basketball in a gymnasium, skating lessons in the arena, tennis in the tennis courts.

Approval: Approvals are not required if the use meets the Eligible Activities requirements in Schedules C-1 and C-2.

Special Use

Definition: An activity proposed for a facility or site that is not specifically designed for that purpose.

Examples: Community markets in gymnasium, carnivals on school fields and non-recreational, and non-sport activities in a field house.

Approval: A written request, which describes in detail the proposed event, is submitted to either the Facilities Rental Assistant or Recreation Services Department at least 28 days prior to the event or activity. Consultation between the Parties will be held in a timely manner such that the applicant will receive notice of approval or refusal at least 14 days prior to event.