

Attachment #2: Key Differences from Previous Version of JUPA

Topic	Requirement of <i>OLD</i> Version	Requirement of <i>NEW</i> Version
School Site Allocation:	<ul style="list-style-type: none"> • No timelines. 	<ul style="list-style-type: none"> • School site not allocated <i>within</i> 20 years = it <i>may</i> be substituted. • School site not allocated <i>beyond</i> 20 years = it <i>may</i> be removed, unless on a capital plan.
Construction Timelines:	<ul style="list-style-type: none"> • School site <i>will</i> be returned to inventory if construction not started within 2 years of allocation. 	<ul style="list-style-type: none"> • School site <i>may</i> be returned to inventory if construction not started within 5 years of allocation.
Land Transfer Criteria:	<ul style="list-style-type: none"> • Proposed school site must have: <ul style="list-style-type: none"> • Confirmed Provincial funding; • Allocation to a school board; • Redistricting as appropriate; • Development permit approval; • An endorsed subdivision. 	<ul style="list-style-type: none"> • Unchanged.
# Schools, Locations, Sizes:	<ul style="list-style-type: none"> • Defers to collaboration, discretion, ASP's. 	<ul style="list-style-type: none"> • Unchanged.
Review Period:	<ul style="list-style-type: none"> • None specified. 	<ul style="list-style-type: none"> • Every five years.
School Site Pre-Allocation:	<ul style="list-style-type: none"> • Prohibited. 	<ul style="list-style-type: none"> • Silent on this topic.
Sharing and Collaboration Requirements:	<ul style="list-style-type: none"> • Minimal specifics, such as "<i>articulating and justifying</i>" needs. 	<ul style="list-style-type: none"> • Includes detailed requirements, including school board capital plans, balance of money-in-lieu of land funds, school site readiness checklist, and related documentation.
City's or Developer's School Preferences:	<ul style="list-style-type: none"> • Silent on this topic. 	<ul style="list-style-type: none"> • Neither City nor developer can determine what type of school is to be constructed on a site, unless a decision was made prior to this Agreement or the parties otherwise agree.
Termination of JUPA:	<ul style="list-style-type: none"> • Permissible each year subject to a party giving adequate notice. 	<ul style="list-style-type: none"> • Parties are unable to terminate the JUPA unless it is no longer required by the MGA. (Instead, there is an ability to seek early review of the agreement).
Reciprocal Use:	<ul style="list-style-type: none"> • Contained within a separate agreement. • Changes require Council & Board approvals. 	<ul style="list-style-type: none"> • Contained within Appendix A to the JUPA. • Changes coordinated at administrative level.
Dispute Resolution:	<ul style="list-style-type: none"> • Minimal specifics, such as using "<i>best efforts</i>", and respecting the "<i>pillars and principles set out in this agreement</i>". 	<ul style="list-style-type: none"> • Appendix B includes a robust dispute resolution procedure with clear steps: <ol style="list-style-type: none"> 1) notice of dispute, 2) negotiation, 3) mediation, and 4) arbitration.