



ESTABLISHING PARTNERSHIPS COMMUNITY-BASED JOINT USE AGREEMENTS

Messages from the Ministers

The Government of the Northwest Territories is committed to providing effective programs and services to the people of the Northwest Territories. Joint use facilities make the best possible use of funding to provide high-quality buildings for educational, cultural and recreational activities across the Northwest Territories. We are pleased to present this resource manual, "Community- Based Joint Use Agreements", to assist community partners in working together to develop joint use facilities.

Government departments are exploring new ways of working together to improve services to northerners. This manual was developed through the co-operation of the Department of Municipal and Community Affairs and the Department of Education, Culture and Employment. We encourage all community leaders to work together in using this resource to assist them in establishing joint use committees and agreements. Continued co-operation of all partners is essential in developing facilities that contribute to healthier communities and community wellness.

The Honourable Charles Dent
Minister
Education, Culture and Employment

The Honourable Manito Thompson
Minister
Municipal and Community Affairs

This section will assist in familiarizing persons with the concept Of joint use agreements and the context within which they are applied.

Definition of Terms:

Before your Recreation Staff and/or Committee members approach the District Education Authorities about setting up a joint use agreement, it is important that everyone knows exactly what it is you wish to discuss. The following list will assist in familiarizing you with the joint use concepts.

AGREEMENT: Where two or more organizations mutually agree verbally or in writing to certain and lawful terms.

JOINT USE: The access of facilities by community groups. This can also include the joint operation (i.e. maintenance) and management of the facilities being jointly used.

JOINT USE AGREEMENT: A mutual agreement between community user groups which sets out the terms and conditions for the access of community members to a local community owned or school facility and equipment during both in-school and out-of-school hours for recreational purposes.

RECIPROCAL AGREEMENT: The joint use agreement that outlines the conditions under which the parties

involved exchange the use of each other's facilities.

Foreword

Welcome!

This resource assists community members in developing joint use agreements to allow for joint access to both community owned and GNWT owned educational facilities.

This manual is structured in the following manner:

SECTION ONE: Provides a variety of background information including definitions of key words, philosophy, goals and objectives of joint use agreements.

SECTION TWO: Guides you through the relevant supporting legislation, specifies what elements should be in the agreement you develop that best fits your community and its current situation. This section provides the crucial information required to draft an agreement to meet this challenge.

SECTION THREE: Comprises of existing scenarios and a generic sample agreement for your adaptation.

SECTION FOUR: Provides regional contacts for further information. It is the overall goal of this manual to facilitate the development and implementation of a successful joint use agreement in your community with your Recreation Committee, District Education Authorities and overall community residents.

SECTION ONE: INTRODUCTION

The Government of the Northwest Territories, (GNWT) through the Department of Municipal and Community Affairs, (MACA) and the Department of Education, Culture and Employment, (ECE) contribute significant resources for the construction and operation of community recreation and educational facilities such as: gymnasiums, arenas, schools, learning centres, community halls, cultural centres, libraries, above ground pools, playgrounds and playfields. The joint use of these facilities by community groups and District Education Authorities (DEA) for physical activity, recreation, education and cultural programs is a logical and cost efficient way of optimizing the use of these facilities. It is also based on the belief that the availability of various forms of activity in one's community contributes to wellness by enriching the lives of community members.

Goals and Objectives

Joint use agreements serve as a formal vehicle whereby maximum usage of community facilities and equipment is facilitated. More specifically joint use agreements:

- clearly articulate the responsibilities of community user groups;
- address specific and relevant issues;
- facilitate positive relationships between all user groups;
- through cooperative effort, benefit the community as a whole; and
- maximize the availability of facilities for use by all community groups.

By adopting these general goals, and ones specific to your community, your Recreation Committee, DEA, and other user groups will be prepared to move forward with the preliminary steps in the development of a joint use agreement.

Taking Inventory of all community facilities that could be shared :

SECTION TWO: TECHNICAL REQUIREMENTS

Enabling Legislation and NWT Government Support

Understanding and knowing the technical content of joint use agreements will be useful as you develop the content or elements of your agreement. This section also provides guidance in maintaining and evaluating agreements once they are implemented. The following information is a brief review of the various legislation which allows communities and organizations to enter into joint use agreements. The most important pieces of legislation in the NWT which permits this are the Municipal Act and the Education Act.

1. Hamlets Act, Cities, Towns and Villages Act, Settlements Act, Charter Communities Act all refer to a Recreation section as follows: "A council may, by by-law, provide for the establishment and operation of recreation programs, services and facilities."
2. Municipal Capital Assistance and Settlement Capital Assistance Policies of the Department of Municipal and Community Affairs indicate that all new facilities constructed require joint use agreements in place upon completion of construction.
3. Financial Management Board, (FMB) Record of Decision (FB-94-04-21 a) directs all Government Departments to combine project types, functions, and seek design economies through complexing and **joint use for new construction whenever possible and practical.**
4. Program Standards and Criteria for Basic Facilities, FMB Record of Decision PPC-85-9-1 generally indicates that under Principle 5, Sections (34) and (35), that the "GNWT establish as a precondition to construction of community gyms being owned by the community that there will be guaranteed access and exclusive use for school programs during school hours. This guarantee and exclusive use to be established in the form of a formal lease or joint use agreement." Section (35) goes on to indicate that the community council be guaranteed access and exclusive use of community gyms for all hours except school hours. This guarantee to be in the form of a joint use agreement.
5. The Education Act, Section 117 (2) states that an education body shall, for the area within its jurisdiction; a) enter into agreements that provide for the maximum possible use of educational facilities for purposes outside the education program; and b) have custody and safekeeping of all the education facilities that are used for the education program and maintain the education facilities in good condition.

The Partners Working Together to Support Joint Use in the Communities

Divisional Education Council

- Provide Direction
- Provide Regulations
- Provide Services

Joint Use Committee

- Promote
- Coordinate
- Develop

Community Council

- Provide Services
- Provide Direction
- Provide Regulations

District Education Authority

- Promote
- Coordinate
- Develop

Community Recreation Committee

- Promote
- Coordinate
- Develop

Recreation Leader

- Advise
- Organize
- Manage Budget
- Link to outside

School Principle

- Organize
- Instruct
- Provide Activities

Community Groups

- Organize
- Instruct
- Provide activities Fund-raise
- Volunteer

Adult Educator

- Organize
- Instruct
- Provide Activities

Individuals

- Choose interests
- Develop skills
- Participate in activities
- Support Efforts or groups
- Volunteer

Roles and Responsibilities of Partners

Each partner at the community level is broken down individually for ease of illustration to show each other's role in supporting joint use agreements in the community.

COMMUNITY COUNCILS

- Are elected community representations with responsibility for Community governance.

- Direct Council's committees
- Set the services to be provided by the community utilizing joint use of facilities.
- Direct community staff

COMMUNITY RECREATION COMMITTEES - Community Council

Have responsibility to ensure opportunities in recreation exist for everyone regardless of age, ability, gender, interest or cultures.

- Recommend to Council an annual recreation budget.
- Encourage residents to develop and deliver their own programs.
- Assist the Recreation Leader and community groups with activities and events.
- Recommend policy/directives for joint use.

DISTRICT EDUCATION AUTHORITIES

- Provide and maintain education facility.
- Provide equipment.
- Enter into agreements to provide for the maximum use of education facilities.
- Provide plans for use and development of education facility
- Work with Recreation Committee and other community groups.

COMMUNITY GROUPS/COMMITTEES

- Work together to reach common goals.
- Coordinate Sport Associations/Service Clubs.
- Organize activities and special events.
- Cooperatively benefit from joint use agreement in place.

ADULT EDUCATORS

- Manage and instruct adult education programs.
- Maximize use of the community learning centre for all types activity.
- Provide counselling services
- Support local community development

SCHOOL PRINCIPALS

- Promote cooperative development of educated youth in community.
- Develop and implement school programs and procedures.
- Develop positive learning environment.
- Ensure safety of students and school staff.
- Organize school activities.
- Work with Recreation Leader to support Joint Use of facilities to maximize activity for entire community.

COMMUNITY RECREATION LEADERS

- Assist the Recreation Committee in organizing community sponsored events, and in planning a calendar of events.
- Supervise recreation staff.
- Assist community groups in organizing activities and events.
- Assess needs of community groups and individuals.

JOINT USE COMMITTEES

- Consist of representatives of user groups.
- Drive the development, implementation and maintenance of the joint use agreement.
- Oversee the maintenance of the agreement and make recommendations regarding the joint use of facilities.
- Ensure that facilities are available and accessible for the community residents.

Key Elements in Joint Use Agreements

GNWT departments and community groups recognize that space is a key element to successful program delivery and that lack of space availability can limit program and service delivery and compromise activity planning. As a result of financial and program conditions, as well as just plain common sense, GNWT departments and community groups need to make more effective use of new and existing facilities.

The following is a checklist of key elements that should be included when your Joint Use Committee is drafting the joint use agreement that will work for your community. The key elements discussed relate to:

- general contractual considerations;
- insurance and liability;
- facility maintenance;
- equipment and damages;
- booking and scheduling;
- user fees and charges;
- supervision; conflict resolution;
- evaluating your agreement;
- amendment procedure.

THE CHECKLIST

Contractual Considerations

- Identify all the parties to the agreement (legal names) ie Community Government, District Education Authority.
- Framework/purpose of the joint use agreement.
- Date the agreement is signed and the time period during which the agreement is in effect.
- List of all the facilities to be shared under the joint use agreement and the areas to which there will be access.

Insurance and Liability

Insurance coverage is required, ie who must carry the insurance for which programs.

Note #1: Insurance coverage usually includes public comprehensive liability for personal injury, death and property damage of between one and five million dollars.

Note #2: School and Community Government insurance usually only cover activities officially sanctioned by those groups. It is essential that all parties review their coverage. Encourage user groups to get their own coverage, if possible.

Facility Maintenance

- In most cases the Department of Public Works and Services (on behalf of the GNWT) and Community Governments are responsible for the operating and utility costs of their own buildings. The user is generally responsible for supervision and janitorial costs. These roles and responsibilities should be clearly detailed in the agreement.

Equipment Use

It is generally recommended that schools and communities maintain separate inventories of expendable equipment such as ball, racquets, etc. Larger equipment such as nets and goals are usually shared. Joint Use agreements should detail this and include information on:

- exactly what equipment is shared.
- how equipment is to be stored.
- how shared equipment is to be maintained and replaced.
- a procedure for reporting damages to equipment and facilities that occur through normal wear and tear, or through negligent use, theft or vandalism.
- specific criteria for a yearly damage deposit system for user groups and the amount of the deposit.

Booking and Scheduling

Many of the concerns surrounding the joint use of facilities revolve around how schedules are developed and how use groups go about booking facilities. Issues include prioritizing activities; booking control; advanced scheduling; time encroachment; application system; and booking restrictions.

Prioritizing Activities:

- Decide which requests take precedence. Ensure the needs of all age groups and both sexes for programs in all facilities are taken into account.
- For the community gym, acknowledge that schools must have priority during school hours (i.e. 9am - 5pm, Monday to Friday). Also specify if schools require priority for an evening or two or on certain weekends. Specify the hours and days available for community use. (i.e. Monday to Friday, 6pm - 11 pm, Saturday and Sunday 12 noon - 10pm)
- For other community owned facilities specify the hours of week and months that each facility will be available for school use during school hours.

Booking Control:

- Each party to the agreement normally is in charge of booking their facilities. The party responsible for booking them would communicate the schedule to the other party on a regular basis.

Advanced Scheduling:

- Systematize the scheduling process by starting with regularly scheduled/annual events and work down to short notice/one time only activities
- Have user groups provide requests for their facility times and coordinate an annual meeting of all user to review all requests and develop a Schedule for use.
- Identify special events dates or times during the year when the facility will not be available.
- Get input from all parties in regard to upcoming tournaments and competitions.
- Specify the amount of advance notice a school/community must give if they wish to cancel a booking to accommodate a school/community event.

Time Encroachment:

- Include a procedure in the agreement for occasions when one group's scheduled activity 'spills over' into another group's allotted time (i.e. tournaments and competitions).

Application System:

An application form should be developed which includes:

- Name of group requesting access
- Name of supervisor/person in charge
- Name of party granting access
- Time(s) and date(s) for use
- Activity to take place and number of participants
- Facilities to be used and equipment required
- Acceptance of requirements to comply with conditions of use as set out in the use agreement with appropriate signatures
Phone number of individual representing the organization

The application form can serve as a reservation notice and allows for scheduling regular requested time slots

Booking Restrictions:

- Restrictions on access should be made clear to all parties involved;
- restrictions can be based on: holidays, annual repairs, and activities deemed unsafe or not suitable for a particular facility;
- In school regulations, restrictions commonly deal with smoking, the use of alcohol and footwear.

User Fees and Charges

- It is the intent of joint use agreements to eliminate the need for the transfer of funds from one party to another.
- The agreement should be reciprocal where the school has access to municipal recreation facilities during the school year and the municipality has access to the school on a year-round basis. No fees should be paid in these cases.
- Both parties should specify requirements for supervision and responsibilities for maintenance. Note: The key point is that the municipality should not pay for something the school is already paying for and vice versa, unless there is some arrangement in the interest of cost sharing or sharing the provision of services.

Supervision

- The goal of joint use is to maximize the community's access to recreation facilities throughout the year. Proper supervision is required to maintain this goal because all parties are concerned about damages to facilities and equipment and the potential liability from injury to a community resident. The agreement should clarify the following points:
 - That supervision must be adequate and rules should be developed for groups to follow
 - That the supervisor should be there 10 minutes before the group is scheduled and until everyone has left.
 - That there should be a list of general duties, lock up duties and clean up duties.

Note: The specific list of requirements and rules for user groups should go in a separate appendix to the agreement

Conflict Resolution

The establishment of a formal written joint use agreement developed by all parties involved should reduce the number of conflicts that arise.

- Try to deal with problems ahead of time either by foreseeing potential problems and including a clause in the agreement which addresses the situation or by establishing a dispute resolution process.
- Examples of dispute resolution process:

Level 1: Principal and Recreation Leader/Recreation Chairperson

Level 2: Recreation Committee/District Education Authority

Level 3: Divisional Board and Municipal Council

- The main principle of this process is to allow those initially involved in the dispute the first attempt to resolve it themselves.
- If the dispute continues, then by mutual agreement of both parties, the dispute moves to the first level. If not resolved here then it can move to the second level and so on.

Evaluating your Agreement

- Include a clause in the agreement that allows for updating which will ensure that the agreement is not filed away or forgotten and that it continues to serve your best interests.
- The clause can state how often the parties meet and who should attend the meeting.

Amendment Procedure

- This procedure is necessary to facilitate changes as a result of updating or events that have made the present agreement inappropriate.
- If a change is to be made it should be developed in the same manner that the agreement was established.
- Change must be by mutual agreement.
- Appropriate authorities from each side must sign the agreement.

SECTION THREE: EXISTING SCENARIOS/SAMPLE AGREEMENT

JOINT USE SCENARIOS

1. Community owned gym (and possibly other facilities), school has no facilities, independent construction.
 - school guaranteed access to gym (and other facilities) under regular condition charge,
 - GNWT through MACA provides contribution to communities for 1000/o of form costs associated with school use of facilities (other facility contribution remai existing operation assistance policy).
2. Community owned facilities, GNWT owned gym, independent structures.
 - school guaranteed access to community facilities, community guaranteed access to gym under regular conditions at no charge,
 - GNWT through MACA provides regular facility contribution to communities as per existing policy.
3. GNWT owned gym that is physically linked to school, community has no facilities, independent construction.
 - community guaranteed access to school facilities under regular conditions at no charge,
 - GNWT through DEA or Public Works and Services (PWEtS) pays all costs associated with gym, GNWT through MACA provides regular facility contribution to community for supervision and janitorial components as per conditions of the joint use agreement.
4. Any of the situations above where the community is not a municipal corporation.
 - all agreements would be co-signed by MACA
5. A new educational facility is built with the intention of maximizing educational programming for the school and college.
 - school guaranteed access to the section of the facility for K-12 operations
 - college guaranteed access to the section of the facility for college operations
 - GNWT through *PWEtS* pays all costs associated with the facility operation and maintenance unless otherwise agreed upon and approved by the Departments involved

- space for the school and college shall remain dedicated - any change to the agreement would require mutual consent

6. An existing educational facility has been altered to allow for the maximizing of educational programming for the school and college.

- school guaranteed access to the section of the facility for K-12 operations
- college guaranteed access to the section of the facility for college operations
- GNWT through *PWEtS* pays all costs associated with the facility operation as noted in scenario #5 above.

SAMPLE

JOINT USE AGREEMENT

THIS AGREEMENT made this _____ day of _____ BETWEEN (AMONG):

WHEREAS the Government of the Northwest Territories (GNWT) has funded the construction of a joint use facility

in the community of _____

for the provision of _____

AND WHEREAS the GNWT has also provided the facility for the fulfilment of the

AND WHEREAS the facility is to be used by, but not limited to, the following groups:

AND WHEREAS the is responsible for maintenance and operation of the facility.

AND WHEREAS the _____ I

and _____ wish to enter into an agreement for the joint use and operation of the facility.

AND WHEREAS such an agreement will result in the better utilization of the facility involved, and prevent unnecessary duplication.

AND WHEREAS the programs which are the subject of this agreement are currently provided for in the budgets of the parties and are intended to be operated without financial profit to any party.

NOW THEREFORE this agreement witnesses that in consideration of the mutual covenants and agreements hereinafter contained:

_____ shall have use of the facility on such terms and conditions as specified in Appendix "A";

_____ shall have use of the facility on such terms and conditions as specified in Appendix "A";

_____ shall have use of the facility on such terms and conditions as specified in Appendix "A";

_____ agree to operate and maintain the physical components of the facility on such terms and conditions as specified in Appendix "B";

The Community of _____ shall establish a Joint Use Committee to implement and review as required the terms of this agreement as specified in Appendix "C" This committee will mainly involve the _____ and _____

The Joint Use Committee may from time to time and by mutual agreement, amend or rescind any sections of this agreement or establish such additional sections as is felt necessary for the effective use of the facility, such agreements to be in writing, signed and dated by all members of the Joint Use Committee, and provided to all parties to this agreement for attachment to their respective copies herein.

It is the intent of joint use to eliminate the need for the transfer of funds from one party to another. However, if there is an arrangement in the interest of cost sharing or sharing the provision of janitorial/maintenance services, failure to fulfil these financial commitments within 30 days of receipt shall automatically suspend the group from accessing the facility until the imbursement has been made. If the party is delinquent for 60 days, membership in the Joint Use Committee will be revoked.

The parties agree to maintain the facility in a good state of repair and operating efficiently and ensure custodial activities are resulting in a satisfactory level of cleanliness during the time of occupation. The facility shall be left in the same state of cleanliness and condition in which it was found.

The costs associated with providing joint use activities will be determined in a cost sharing formula established at the onset of the agreement. Any specific equipment or restrictive covenants shall be noted in the Agreement.

This agreement shall be deemed to have commenced on the date of signing, ending on the -day of and thereafter to be automatically renewed on a year to year basis commencing on the -day of each and every year thereafter under the same terms unless an amendment states otherwise.

WE THE UNDERSIGNED PARTIES hereby agree to the terms and conditions as outlined above.

Dated this _____ day of _____ 19 _____

Title /Representative

Title /Representative

Title /Representative

APPENDIX "A"

Attached to and forming part of the agreement dated the _____ day of _____ 19____

Between _____ and _____

(and) _____

Regulations Governing the Use of the Facility

Elements to be included in Appendix "A"

SPACE ALLOCATION/SCHEDULING PROCEDURES

- Copies of space allocation for each organization
- Identification of joint use area
- Floor plans
- Cost sharing arrangements for renovations, rent and equipment
- Identification of common use equipment and Cost sharing ratios
- Identification of furniture and computer (including installation and servicing of network if required and common cost sharing arrangement
- Identification of procedures to increase space allocation
- Identification of insurance and liability arrangements

STAFF/SUPERVISION REQUIREMENTS

- Cost sharing arrangements for common Staff (receptionist)
- Administrative agreement to cover common staff

COMMUNICATION/AUTOMATION SYSTEMS/CONFLICT RESOLUTION

- Physical integration of systems and attendant costs
- Identification Of Cost Sharing for 5ignage, security and program and service promotion and operation (i.e. schedule of opening and closing times)

EQUIPMENT AND FURNISHING

- Equipment agreed to be used, supplied and repaired in partnership should be listed here.

APPENDIX "B"

Attached to and forming part of the agreement dated the _____ day of _____ 19____

Between _____ and _____

(and) _____

Operation and Maintenance of the Facility

_____ agrees to operate, maintain and repair all...

(List out clearly, responsibilities of all parties)

APPENDIX "C"

Attached to and forming part of the agreement dated _____ day of _____ 19____ between _____ and _____

(and) _____

TERMS OF REFERENCE - JOINT USE COMMITTEE

- a) The Joint Use Committee shall be comprised of one member from each organization using the facility.
- b) The Joint Use Committee shall be responsible to their organization for carrying out the following duties:
 - 1. implementing all the terms of this agreement and coordinating all matters related thereto;
 - 2. recommending policies and regulations for use of the _____(facilitiy) and
 - 3. recommending amendments or changes to any sections of this agreement.
- c) The Joint Use Committee members shall be appointed on the date this agreement is put into effect.
- d) The Joint Use Committee shall meet as required, but not less than two times per year.
- e) The Joint Use Committee shall thoroughly investigate complaints it receives regarding use of the facility. The committee's findings will be binding on all parties concerned as outlined in the agreement. The Joint Use Committee shall have the power to impose directives outlining the recovery of costs due to damages incurred by a user group.
- f) Minutes shall be taken at all Joint Use Committee meetings and copies forwarded to each organization.

SECTION FOUR: REGIONAL CONTRACTS/OTHER RESOURCES

FORT SMITH REGION
 Recreation Development Officer
 Municipal and Community Affairs
 Government of the Northwest Territories
 PO BOX 434
 HAY RIVER NT XOE ORO
 (403)874-2612
 (403)874-2272 (FAX)

Recreation Development Officer
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 PO BOX 240
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 (403)695-7224
 (403) 695-2029 (FAX)

INUVIK REGION

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Municipal and Community Affairs
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BAG SERVICE NO 1
INUVIK NT XOE OTO
(403)979-7253
(403)979-7352(FAX)

BAFFIN REGION

Recreation Development Officer
Municipal and Community Affairs
Government of the Northwest Territories
BAG 1000
IOALUIT NT XOA OHO
(819) 979-5020
(819) 979-4779 (FAX)

KEEWATIN REGION

Recreation Development Officer
Municipal and Community Affairs
Government of the Northwest Territories
PO BAG SERVICE 002
RAN KI N I N LET NT XOC 060
(819) 645-5042
(819) 645-2321 (FAX)

KITIKMEOT REGION

Recreation Development Officer
Municipal and Community Affairs
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CAMBRIDGE BAY NT XOE OCO
(403) 983-7272
(403) 983-2491 (FAX)

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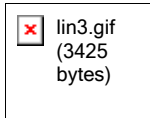
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Drop us a line!

Suggestions and feedback on this resource are appreciated. If you used this resource in any way to assist you in your job, let us know!

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