

AGREEMENT BETWEEN

**THE BOARD OF TRUSTEES OF ELK ISLAND PUBLIC SCHOOLS REGIONAL
DIVISION NO. 14
("EIPS")**

- and -

**STRATHCONA CHRISTIAN ACADEMY SOCIETY
(the "Society")**

WHEREAS:

1. The Sherwood Park Alliance Church was established as a local church of the Western District of the Canadian and Missionary Alliance Churches in 1958 as a Christian church ministering to the spiritual and social needs of the people of Sherwood Park within Strathcona County, Alberta;
2. In 1980 the Sherwood Park Alliance Church took the initiative of establishing the Strathcona Christian Academy ("SCA"). The Society was incorporated in conjunction with the founding of SCA and established to govern SCA's operations;
3. SCA functioned and grew as a private school communicating Christian values and the Christian faith to students over the period to and including 1998;
4. As of July 2, 1998 the Society entered into a Letter of Understanding (the "Prior Agreement") pursuant to which SCA entered the Alberta Public School System as an Alternative Program School and the Society and EIPS have cooperated in providing a Christian alternative program in accordance with the School Act since the Prior Agreement came into force and effect (the "Program");
5. The Society recognizes the commitment of EIPS in providing a system of public education that offers a wide range of educational opportunities for all students with the involvement of parents and the community; and
6. EIPS recognizes the commitment of the Society in having cooperated with EIPS in providing a Christian alternative program called the Strathcona Christian Academy ("SCA") in accordance with the *School Act* and the provisions of an agreement (the "Prior Agreement") entered into between the parties on July 2, 1998; and
7. EIPS and the Society wish to terminate the Prior Agreement and enter into this agreement ("Agreement") to set forth the framework for the operation of SCA going forward.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Continuation of the SCA

- 1.1 EIPS shall continue the operation of SCA in accordance with and subject to this Agreement, and all EIPS policies, administrative procedures and rules as established by EIPS from time to time.

2. Admission of Students to the SCA

- 2.1 Admission of students to SCA will be consistent with EIPS regulations on student accommodation, and accessible to all resident students of EIPS.
- 2.2 In accordance with the *School Act*, students who are not resident of EIPS may be enrolled in EIPS schools and programs, including SCA, if there are sufficient resources and facilities to accommodate them. If SCA is over-subscribed, current students of SCA and their siblings will have first priority, with remaining places being filled in accordance with regular EIPS policies and processes.
- 2.3 Registration and admission shall be conducted solely by EIPS. Personal information relating to parents, guardians and students will be disclosed to the Society only to the extent, if any, consented to in writing by a parent or guardian.
- 2.4 No child shall be refused enrolment in SCA as a result of parental inability or refusal to pay the fees referenced in section 9.2.1.

3. Parental Commitment

- 3.1 It is not an admission requirement that students of SCA or their families be of the Christian faith, but parents shall be asked to sign a commitment form (the "Commitment Form") indicating their support for the Vision Statement attached as Schedules "A, B, C and D" (the "Vision Statement"), and for the principle of students being educated in accordance with it.

4. General Provisions Relating to the Assignment of Staff to SCA

- 4.1 Staff Support of Program
- 4.1.1 All current and future staff shall be EIPS employees and must be supportive of the Vision Statement in order to be assigned to SCA. An indication of this support will be a prerequisite for being considered for such assignment.
- 4.2 Appointment of Principal
- 4.2.1 When the appointment of a new principal is necessary, EIPS and the Society will follow the process set out in Schedule "F".

5. Appointment of Staff

5.1 Appointment of Teaching Staff

5.1.1 The principal is responsible for staffing SCA. The principal will involve the Society in the process of selecting teaching staff to fill vacancies at SCA, as set out in Schedule “F”.

5.2 Appointment of Non-Teaching Staff

5.2.1 EIPS will ensure that only non-teaching staff who agree to respect the Vision Statement will be assigned to SCA.

6. Buildings

6.1 Lease

6.1.1 EIPS will lease the buildings in accordance with its lease with the Sherwood Park Alliance Church Society.

7. School Council

7.1 Election

7.1.1 Parents may elect a school council for SCA, of which the members of the board of the Society and the Sherwood Park Alliance Church could be members.

8. Program Quality

8.1 Recognition

8.1.1 The important and legitimate role of the Society in helping ensure that program integrity and intent of the program are maintained is recognized by EIPS.

8.1.2 The parties recognize that the needs of students in the Program may change over time. EIPS acknowledges that the Society has a unique perspective and hence an important role in proposing additions and changes to the Program, which EIPS will consider in making decisions about the Program. For illustrative purposes, such additions or changes would include but not be limited to extra-curricular classes or lectures on Christian topics, chaplain services, music lessons and sports activities. Where appropriate, Society staff shall be involved in the implementation of any additions to the Program with reasonable access to the premises of the SCA.

8.2 Amendment

8.2.1 Neither party has the unilateral ability to change the Vision Statement. Change requires mutual consent between EIPS and the Society.

8.3 Monitoring

8.3.1 EIPS and the Society will each designate one or more persons to sit on a committee (“Monitoring Committee”) with a mandate of developing a program monitoring plan so both can be assured that SCA is meeting its Christian mandate. Within one year of the signing of the Agreement, the Monitoring Committee will submit a written document to EIPS and the Society outlining its suggestions for the content and procedures of the monitoring plan. In the interim, EIPS and the Society agree that the principals and Society representatives will meet at least once monthly. The Monitoring Committee will be disbanded on the one-year anniversary of its establishment.

8.4 Student Participation in and Cooperation with SCA Culture and Spirit

8.4.1 While student behaviour generally must be dealt with by EIPS in accordance with the *School Act* and EIPS policies and rules, it is acknowledged that an important component of the quality of SCA is the willingness of students to sincerely participate in and cooperate with the culture and spirit of SCA. To that end, EIPS and the Society will develop criteria for dealing with breaches of this expectation, under which reformation shall be tantamount.

8.5 Alternative Calendar

8.5.1 SCA shall have a unique calendar to provide for the purpose of fostering staff professional development.

9. Funding

9.1 Allocation

9.1.1 Funds will be allocated to SCA on the same basis as for other EIPS schools and programs.

9.2 Society Fees

9.2.1 The Society shall determine what fees it will charge parents to cover its costs for the extra components it provides to SCA and for the benefit of the parents and students of SCA.

9.3 EIPS Fees

9.3.1 The principal shall determine what fees EIPS will charge parents in relation to their child’s enrolment in SCA.

9.4 Society Fundraising

9.4.1 The Society in its discretion may fundraise for SCA. Reasons for fundraising include but are not limited to facilities improvements, mission trips, staff professional development and the like.

10. Transportation

10.1 EIPS Responsibility

10.1.1 EIPS will provide transportation for students in accordance with Division transportation guidelines.

11. Term, Termination, and Amendment

11.1 Effective Date

11.1.1 This Agreement shall be effective from the date hereof (the “Effective Date”).

11.2 Term

This Agreement shall be for a term (the “Term”) commencing on the Effective date and ending on August 31, 2025, subject to earlier termination in accordance with the provisions of this Agreement.

11.3 Termination by Mutual Consent

11.3.1 This Agreement may be terminated at any time by mutual consent.

11.4 Termination on Notice

11.4.1 Either party may terminate this Agreement upon written notice, provided that:

- (a) such notice is given to the other party on or before September 1 of a school year to be effective on the following June 30; and
- (b) the parties have first utilized the processes outlined in section 12.7.1.

11.5 Amendment

11.5.1 This Agreement may be amended at any time by mutual consent.

12. General

12.1 Notices

12.1.1 Any notices to be given hereunder shall be in writing to the other party and shall be delivered personally or by prepaid registered mail, email or facsimile and in any case it shall be deemed to be given only when received. The address of the parties hereto shall respectively be:

12.1.1.1 To EIPS to the attention of:
Mark Liguori, Superintendent
683 Wye Road
Sherwood Park, AB T8B 1N2

12.1.1.2 To the Society to the attention of:
The incumbent chair of the Board of the Society
1011 Clover Bar Road
Sherwood Park, AB

12.2 Entire Agreement

12.2.1 There are no representations, warranties, agreements or understandings between the parties hereto other than as expressly contained herein, and this Agreement contains all the terms and conditions agreed on by the parties hereto.

12.3 Waiver

12.3.1 A waiver of any breach of a provision hereof shall not be binding upon a party unless the waiver is in writing and the waiver shall not affect such party's right with respect to any other or future breach.

12.4 Time of the Essence

12.4.1 Time shall be of the essence of this Agreement.

12.5 Applicable Law

12.5.1 This Agreement shall be construed and the relations between the parties determined in accordance with the laws of Alberta, and the courts of the Province of Alberta shall be exclusive jurisdiction with respect to all matters relating to or arising out of this Agreement.

12.6 Enurement

12.6.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

12.7 Dispute Resolution

12.7.1 The parties will make all reasonable attempts to resolve any disagreements relating to this Agreement by way of open dialogue and, if necessary, by engaging a mediator to facilitate such dialogue.

12.8 Use of the SCA Name

12.8.1 EIPS acknowledges and agrees that it has no ownership rights in the name "Strathcona Christian Academy" ("the "Name"), that it may use the Name only for the operation of SCA, and that if EIPS discontinues operation of SCA for any reason, EIPS shall have no right to use the Name in conjunction with any of its school programs or for any other purpose other than recordation in historical documents.

12.9 Severability

12.9.1 In the event that a court of competent jurisdiction finds any term or section in this Agreement to be invalid, illegal, or otherwise unenforceable, such term or section will not have an impact on other terms or sections in this Agreement or the entire Agreement, and, if necessary, shall be severed from this Agreement. However, it is the desire of EIPS and the Society that such a term or section be revised to the extent required according to the opinion of the court to render the Agreement enforceable or valid, and the rights and responsibilities of EIPS and the Society shall be interpreted and enforced accordingly, so as to preserve the spirit and intent of this Agreement to the fullest possible extent.

Executed as of the _____ day of _____, 2019.

**THE BOARD OF TRUSTEES OF ELK ISLAND PUBLIC
SCHOOLS REGIONAL DIVISION NO. 14**

Per: _____
Superintendent of Schools

Per: _____
Board Chair

THE STRATHCONA CHRISTIAN ACADEMY SOCIETY

Per: _____