

April 19, 2022

Nate Peters
SCA Society
1011 Clover Bar Road
Sherwood Park, AB T8A 4V7

Dear Nate,

Re: The Board of Trustees of Elk Island Public Schools and Strathcona Christian Academy Society Agreement

This is in response to your email of April 13, 2022, addressed to me.

Our School Division was in my view fortunate when it entered into an agreement with the Strathcona Christian Academy Society in July of 1998 to bring the excellent programming that the Society had conducted since 1980 into the fold of Elk Island Public Schools. Since then, with the valuable contributions of the Society, we have been able to maintain the SCA program as a Christian school experience within the public school context that is second to none. We are proud of this achievement and recognize the important contributions of the Society.

In 2018, the School Division and the Society recognized that an update was needed to the original 1998 agreement and entered into the agreement you refer to in your email. Section 2.4 of that agreement makes any money requested by the Society under section 9.2.1 of the agreement voluntary, in the sense that payment to the Society of the amount requested - or in fact any amount - is not a pre-condition of acceptance into the SCA Program. The Program is a public school program, and thus fees required for attendance can only be levied by the School Division, not an external society. The right to charge those fees is reflected in section 9.3 of the agreement.

It was the *School Act* (now the *Education Act*) that required the inclusion of section 2.4 of the agreement. Making enrollment in a public school alternative program (which is what the SCA Program is) contingent upon payment of a fee to an external society, no matter how valuable the contributions of that society may be to the success of the program, is simply unlawful. The Society recognized that fact, and therefore agreed to the inclusion of section 2.4 in the agreement.

As a consequence to all of this, a conundrum exists: the Society requires funds to continue to make its valuable contributions to the SCA Program, and yet cannot require the payment of funds by parents as a pre-condition of the enrollment of their children in the Program. This is no fault of the Division or the Society, it is simply the law, as reflected in the agreement.

Each family has to make its own decision on this matter, recognizing the possibility that if insufficient funds are available to the Society, an impact on the Program is distinctly possible. The School Division has no authority or involvement in any action by the Society to collect monies under section 9.2.1 of the agreement. That would be a matter only between the family and the Society.

I hope this information helps the Society in making decisions going forward.

Regards,



Mark Liguori, M.Ed.
Superintendent

ML:clp