

**THIS AGREEMENT** made as of the 31<sup>st</sup> day of May, 2000

BETWEEN:

**THE BOARD OF TRUSTEES OF EDMONTON SCHOOL DISTRICT NO.7  
("EPS")**

AND

**THE MILLWOODS CHRISTIAN SCHOOL SOCIETY  
("MCSS")**

**WHEREAS:**

1. MCSS recognizes and supports the commitment of EPS 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
2. EPS recognizes and supports the commitment of MCSS in providing a program of studies to students whose parents desire an educational setting which operates in accordance with The Vision and Mission of Millwoods Christian School.

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:**

**1. MCSA Program**

1.1 Creation

- 1.1.1 In accordance with and subject to the terms of this Agreement, the EPS Board shall establish a Kindergarten to Grade Twelve program of studies in Millwoods Christian School located at 8704 Mill Woods Road, such program to be called the Millwoods Christian School Alternative Program (the "MCSA Program") pursuant to Section 16 of the School Act. EPS commits to providing a program of studies to students whose parents desire an educational setting which operates in accordance with the Vision and Mission Statement of Millwoods Christian School (the "Vision Statement") attached hereto as Schedule "A". The MCSA Program will be under the governance of EPS. All EPS Board policies apply to the MCSA Program.

1.1.2 The Principal is responsible to work with the MCSS to implement and maintain the Vision and Mission Statement.

## 1.2 Open Admission

1.2.1 Subject to Section 1.3.1, 1.4.1 and 1.5.1, admission to the MCSA program will be consistent with EPS regulations on student accommodation, and accessible to all children.

## 1.3 Parental Commitment

1.3. 1. It is not an admission requirement that students or their families be of the Evangelical Christian faith, but parents shall be asked to sign a commitment form indicating their support for the Vision Statement and a genuine desire to have their children educated in accordance with it.

## 1.4 Over-Subscription

1.4.1 In accordance with the School Act, non-residents of EPS are welcome in the MCSA Program. If the MCSA Program is over-subscribed, current students and their siblings will have first priority, with remaining places being filled by random selection, with first priority to resident students of EPS.

## 1.5 Priority Attendance

1.5.1 In recognition of the many families whose members have attended and supported Millwoods Christian School during its 22-year history, the children of current families and school alumni will have priority for enrollment in the school up to and including the 2005-2006 school year.

## **2 General Provisions Relating to Employment of MCSS Staff**

### 2.1 Offer by EPS

2.1.1 Subject to Articles 3 and 4, and to confirmation by Personnel Services of EPS, EPS shall offer to employ each of the persons who are staff members of MCSS as at June 30, 2000 (the "MCSS Staff").

## 2.2 Acceptance

2.2.1 Those members of the MCSS Staff who accept employment with BPS shall be identified on a list which shall be appended to this Agreement as Schedule "B".

## 2.3 Liability

2.3.1 EPS shall not be liable for any payment whatsoever to any MCSS Staff who do not accept employment with EPS, and MCSS shall be liable for and indemnify EPS in respect of any claim against EPS by any such MCSS Staff.

## 2.4 Unions

2.4.1 In the event that any union or local of a union not certified as a bargaining agent in respect of EPS employees as at August 31, 2000 initiates action under the Labor Relations Code for a determination as to whether or not such union or local is the certified bargaining agent of any MCSS Staff employed by EPS on or following September 1, 2000, MCSS shall be liable to and indemnify EPS in respect of any costs, damages, expenses and solicitor's fees incurred by EPS in relation to such action.

## 2.5 Surplus MCSS Staff

2.5.1 If, because of declining enrollment or inadequate funds the services of any member of MCSS Staff are no longer required by EPS in the MCSA Program, EPS shall transfer such MCSS Staff to another position with BPS if permitted under any applicable collective agreement and the MCSS Staff member is, in the sole opinion of EPS, suitable for such other position. If EPS does not affect such a transfer, EPS shall terminate the employment of such MCSS Staff member.

## 2.6 Indemnity

### 2.6.1 MCSS shall indemnify EPS for:

2.6.1.1 the full cost to EPS of all pension transfer payments, severance pay, termination pay, retirement allowances, and resignation incentives paid or payable by EPS to, on behalf of, or in relation to MCSS Staff on or before January 1, 2002, such costs to be consistent with EPS' then-current policies and practices;

2.6.1.2 the full amount paid or payable by EPS in respect of any claims, action, proceedings, damages and costs (including solicitor's fees on a solicitor-client basis) which may arise or be incurred by EPS as a consequence or in relation to the suspension, termination or severance of employment of any

MCSS Staff arising from matters, incidents or behaviors which occurred within the school or as a result of student/ teacher/staff relationships which occurred prior to September 1, 2000.

### **3 Employments of MCSS Teachers**

#### **3.1 Offer of Contract**

3.1.1 Subject to section 3.3.1, EPS will offer for the 2000-2001 school year,

- a) Probationary teaching contracts to staff in positions requiring teacher certification,
- b) a designation as principal to the current principal, and
- c) an appointment as assistant principal to the current assistant principal.

MCSS will upon execution of this Agreement, identify and communicate to EPS the names of any teaching staff MCSS does not wish retained by EPS.

#### **3.2 Union Membership**

3.2.1 All teaching staff will be required to become members of the ATA and subject to the terms and conditions of the teachers' collective agreement.

#### **3.3 Enrolment Shortfall and Extra Funding**

3.3.1 Should numbers not warrant all teachers receiving contracts for September 2000, the principal would be asked to recommend those to be hired. Evaluation for a continuing contract for 2001 - 2002 would be coordinated by EPS personnel services and would occur throughout the 2000 - 2001 school year.

#### **3.4 Grid Placement**

3.4.1 Grid placement will be established for each teacher once he or she has submitted an evaluation of years of teacher education by Teacher Qualifications Service (TQS) of the Alberta Teachers' Association and verification of previous eligible teaching experience, including that at MCSS.

#### **3.5 Seniority**

3.5.1 Teaching experience will be recognized only for grid placement and not for district seniority purposes.

### 3.6 Support of MCSA Program

3.6.1 The principal and teachers in the MCSA Program shall support the Vision Statement and demonstrate a continuing commitment to implement and carry out the goals and strategies of the Vision Statement.

### 3.7 New Appointments

3.7.1 When the appointment of a new principal is necessary, the MCSS will have input into the selection, and may suggest criteria and recommend candidates for consideration.

3.7.2 All current and future teaching and administrative staff in the MCSA Program shall support the Vision Statement and demonstrate a continuing commitment to implement and carry out the goals and strategies of the Vision Statement. An indication of this support will be a prerequisite for being considered for employment at the school.

3.7.3 Vacancies will be advertised first in EPS. EPS staff applying will receive first consideration. New hiring will only occur if there are no suitable candidates currently on staff of EPS or if a vacancy occurs mid-year, and applications will only be considered from those acceptable to the personnel department of EPS. The principal is responsible for staffing the school. He/she will involve MCSS in the process of selecting staff to fill vacancies at the school.

## **4 Employment of MCSS Support and Custodial Staff**

### 4.1 Offer of Contract

4.1.1 Current support staff of the School will be offered positions with a three-month probationary period.

4.1.2 Current custodial staff of the School will be offered positions with a six-month probationary period.

### 4.2 Union Membership

4.2.1 All support staff will be required to pay union dues to CUPE Local 3550 and be subject to the terms and conditions of the support staff collective agreement.

4.2.2 All custodial staff will be required to pay union dues to CUPE Local 474 and be subject to the terms and conditions of the custodial collective agreement.

### 4.3 Seniority

4.3.1 Previous experience of support staff will be recognized only for grid placement and not for seniority purposes under the collective agreement.

4.3.2 Previous experience of custodial staff will be recognized only for grid placement and not for seniority purposes under the collective agreement.

## **5 General Provisions Relating to Support and Custodial Staff**

### 5.1 New Appointment

5.1.1 The principal is responsible for staffing the school. He/she will involve MCSS in the process of selecting staff to fill vacancies at the school. Current district staffs who apply on advertised positions will receive first consideration. New hiring will only occur if there are no suitable candidates currently on the staff of EPS, and applications will only be considered from those acceptable to the personnel department of EPS.

5.1.2 Support and custodial staff shall support the Vision and Mission Statement.

## **6 Buildings**

### 6.1 Facility Use Agreement

6.1.1 Calvary Community Church will continue to own the school buildings and EPS will have use of the buildings for an agreed upon amount, which would include all allocations for utilities and maintenance that would normally go into the school budget. MCSS will give EPS's district maintenance staff an opportunity to bid on maintenance work at the school. Details will be specified in a Facility Use Agreement.

## **7 School Council**

### 7.1 Election

7.1.1 Upon implementation of this Agreement, the MCSA Program shall provide parents and the school community with the opportunity to establish a School Council.

## **8 MCSA Program Quality**

### 8.1 Recognition

8.1.1 The important and legitimate role of MCSS in helping ensure that the integrity and intent of the MCSA Program are maintained is recognized and

supported by EPS.

## 8.2 Amendment

8.2.1 EPS will not attempt to change the essential nature of the MCSA Program as set out in the agreed upon Vision Statement. If change is desired, it must be initiated by MCSS. If the change involves material alteration to the fundamental principles of the MCSA Program, such change requires the mutual consent between the two parties.

## 8.3 Monitoring

8.3.1 EPS and MCSS will jointly develop an MCSA Program monitoring plan so both can be assured that the MCSA Program is meeting its Vision Statement mandate. Within one year of the Signing of the Agreement, a written document will be developed outlining the content and procedures of the monitoring plan.

## **9 Funding**

### 9.1 Allocation

9.1.1 Funds will be allocated to the MCSA Program on the same basis as for other district schools and programs.

### 9.2 Fees

9.2.1 MCSS shall collect fees to cover the extra components of the MCSA Program as well as building-related expenses and transportation fees as long as MCSS provides a bussing service.

## **10 Transportation**

### 10.1 Parental Responsibility

10.1.1 Students are eligible for a subsidized Edmonton Transit pass, so long as this remains a policy of EPS. During the first year of this Agreement EPS shall determine the feasibility of including the MCSA Program as part of the alternative programs transportation network.

## **11 Term, Termination, and Amendment**

### 11.1 Effective Date

11.1.1 This Agreement shall be effective from the date hereof and will remain in effect from year to year unless terminated in accordance with this section.

## 11.2 Termination by Mutual Consent

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

## 11.3 Termination by Notice

11.3.1 Either party may terminate this Agreement upon 365 days' written notice, provided that:

- a) such notice is effective on June 30 of the next following school year;
- b) the parties have utilized the process outlined in section 12.8.1.

11.3.2 In the event of termination, EPS will assist MCSS where possible, to facilitate the transition to "private" school status.

## 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, telex, telegram 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 MCSS to the attention of:

Chairperson of the Board  
 Millwoods Christian School Society  
 8704 Mill Woods Road  
 Edmonton, Alberta  
 T6K3J3

12.1.1.2 To EPS to the attention of:

Superintendent of Schools  
 Edmonton School District No.7  
 Centre for Education  
 One Kingsway  
 Edmonton, Alberta  
 T5H 4G9

### 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 Modification

12.6.1 No waiver or modification of any of the terms of this Agreement shall be valid unless in writing and signed by both parties.

### 12.7 Enurement

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

### 12.8 Dispute Resolution

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

**IN WITNESS WHEREOF** the parties hereto have executed these presents on the day and year first above written.

THE BOARD OF TRUSTEES OF EDMONTON SCHOOL  
DISTRICT NO. 7

Per: \_\_\_\_\_

MILLWOODS CHRISTIAN SCHOOL SOCIETY

Per: \_\_\_\_\_

## SCHEDULE A

### THE VISION AND MISSION STATEMENT OF MILLWOODS CHRISTIAN SCHOOL

*"Millwoods Christian School offers quality education where young men and women are challenged to excel in character and leadership to serve their community in the name of Jesus Christ."*

### VISION - MISSION GOALS AND STRATEGIES

#### **I. Spiritual Foundations**

**Millwoods Christian School will operate within the framework of an interdenominational and evangelical world view. The central belief to our faith is that all are born in sin and need to accept Jesus Christ as Savior in order to be saved. All who profess Christ as Savior are to live according to principles found in the Bible.**

**The Millwoods Christian School (MCS) Society will work together with the Superintendent of Edmonton Public Schools to safeguard the integrity of the Vision and Mission Statement of Millwoods Christian School.**

- A. The spiritual foundation is the reason for the uniqueness of Millwoods Christian School. Therefore, the school will demonstrate its spiritual nature in every part of its operation, with the intent of bringing glory to God. *"We pray this so that the name of our Lord Jesus may be glorified in you" (2 Thess. 1 :12)*
  1. The school will offer several spiritual programs (such as daily devotions, weekly chapels, and annual camps) to both staff and students to reach this goal.
  
- B. Prayer will have a major focus at MCS. *"Pray continually" (1 Thess. 5:17)*
  1. Various groups associated with the school, ranging from Society members to administrators, teachers, parents, and students will all be involved in regular prayer times.
  
- C. Knowledge of God will be promoted at every opportunity. *"The fear of the Lord is the beginning of knowledge ... "(Prov. 1:7)*
  1. Staff and student devotions as well as discussions within regular classroom situations will include a focus on the spiritual.
  2. Chapels, retreats, and a camping program will include teaching about God.

## II. School Atmosphere and Climate

**God's presence and peace will be demonstrated by the atmosphere of Millwoods Christian School. Individuals will demonstrate God's love for one another, and will seek God's direction on a daily basis.**

A. MCS teachers and students will develop strong relationships between each other

1. Teachers will lead devotions for every class on a daily basis, and student interaction will be valued.
2. Teachers will be able and willing to counsel students who are in need of assistance.
3. Teachers will give extra academic help to students as needed.

B. MCS will honor students for their success academically and athletically, and for demonstrating good character

1. Awards can be achieved for exemplary effort as well as academic success.
2. In athletics, good sportsmanship will be honored as highly as ability.

C. MCS will provide a safe environment for all students

1. Students will be taught to respect and care for each other.
2. Discipline policies will be carried out in a consistent manner so that wrong behavior will bring about proper consequences.
3. Each teacher will develop a classroom discipline procedure which is consistent with school policy and district policy.
4. All students will be required to speak and behave in a manner which supports Christian expectations.
5. Parents will be expected to assist the school in securing proper behavior of their children.
6. Teachers will periodically review discipline procedures with parents and students.

### **III. Curriculum and Programming**

**MCS will present a program that gives equal value to the spiritual and the academic facets that make up our school. The Alberta curriculum will be taught from a biblical perspective, regardless of the course that is taught. The goal is to produce students that have good academic skills accompanied by a strong faith in Jesus Christ.**

- A. MCS will offer a program that combines the spiritual with the academic
  - 1. The principal will monitor academic achievement and regularly share these results with the Board of the MCS Society.
  - 2. Students will be taught to do their best in every subject, and that they must achieve at an acceptable level in order to be promoted.
  - 3. The principal will keep the Board of the MCS Society informed about the spiritual quality of the school, and how the vision and mission of the school is being fulfilled.
  - 4. Parents will be fully informed of the school's spiritual and academic programs before they enroll their children in our school.
  
- B. MCS will offer a program that recognizes student differences
  - 1. Student needs will be addressed in the best possible way, both at Elementary and Secondary levels.
  - 2. All students will be challenged to excel. To assist students, pace of instruction will be varied as necessary and curriculum content will be enhanced as required.
  
- C. MCS will make program revisions on a regular basis
  - 1. Technological developments will allow for computers to be used in ways to improve student learning.
  - 2. Teachers will be provided with professional development opportunities.

#### **IV. Staff**

**Teaching staff and administration will be well trained academically as well as spiritually in order to carry out the program of Mill woods Christian School. It is expected that each teacher will desire to teach from an evangelical perspective.**

A. Teachers will accept the philosophy of Christian education

1. All teachers will be familiar with the philosophy of Christian education and be able to implement it in their classroom.
2. All teachers are expected to be Christian leaders and role models to our students by their conduct
3. All teachers are expected to uphold and support the school rules and the school's discipline and behavior policies.

B. Teachers will demonstrate competency within their subject areas.

1. All teachers will possess or develop the knowledge, skills, and attitudes required to offer the Alberta Learning curriculum within a program that reflects the vision and mission of MCS.
2. The Principal will require teachers to exhibit a love of and commitment to life-long learning.
3. Teachers will evaluate student progress with methods appropriate to the vision and mission goals of MCS.
4. Teachers will be constantly finding ways in which to integrate faith into learning no matter what subject is taught.
5. Teachers will be able to demonstrate how their teaching matches the learning styles and abilities of their students.

## V. Students

**All students who attend Millwoods Christian School will have the opportunity to find Jesus Christ as Lord and Savior, and to serve Him in a loving manner while in school and in the community. Students will not be required to attend Calvary Community Church.**

- A. Students will experience the invitation to accept Christ as Savior and to live for Him
  - 1. Daily biblical instruction and weekly chapels will keep the focus on spiritual elements of the school.
  - 2. Spiritual retreats at various times of the year will provide for meaningful times with God.
- B. Academics will also be stressed at MCS, but will be taught from a Christian perspective
  - 1. All of the requirements of Alberta Learning will be taught, and students will be challenged to do their best.
  - 2. Achievement tests will be given as per policy, and other standardized testing will be used when needed to determine student progress.
- C. Students will be expected to behave in accordance with school policy 'at all times
  - 1. All Secondary students will sign a statement of compliance to school policy.
  - 2. Students will be encouraged to make proper Christian choices when confronted by the need to make decisions.
- D. Student leadership will be developed, particularly in the Secondary grades
  - 1. Grade Six students will be worship leaders in Elementary chapels.
  - 2. High School students will regularly lead in worship for Secondary chapels, and will be given the opportunity to attend a student leadership retreat each year.
  - 3. Secondary students will be challenged to become leaders in the community. They will be involved with various service projects that will cause them to be a blessing to others.

## **VI. MCS Society and Parents**

**The MCS Society will promote healthy relationships with the parents of our school. We will practice mutual respect, effective communication, enthusiastic cooperation and commitment to this Vision and Mission Statement.**

- A. The MCS Society will promote the Vision and Mission of MCSS
  - 1. The MCS Society will encourage parents and Calvary Community members to familiarize themselves with the vision, goals, and values of MCS.
  - 2. Within the policy framework of the Edmonton Public School Board and in consultation with the Superintendent of EPSB, the MCS Society will monitor the overall direction of MCSS
  
- B. The MCS Society will be characterized by open communication, caring interaction, and a shared unity with parents
  - 1. The MCS Society and administration will publicize policy changes.
  - 2. Meetings with the parents or with Calvary Community members will be held at appropriate times throughout each year.
  
- C. The principal and teachers of MCS will involve parents in the education of their children
  - 1. Teachers will regularly discuss all aspects of their students' education with parents.
  - 2. Parents will be encouraged to participate in various functions throughout the school year.
  - 3. School and class newsletters will be used on a monthly basis, and Agendas will be used on a daily basis to communicate with parents.
  - 4. Parents will be encouraged to volunteer in the school.
  
- D. The MCS Society will promote Christian education in the South Edmonton area
  - 1. An Open House will be held at least once a year, and visitors will be welcome to tour the school at any time.
  - 2. MCS will promote the cause of Christian education through local evangelical churches and by advertising in local media.



**SCHEDULE B STAFFING**

### 1.05 Utilities and Security Monitoring

MCSS shall pay when due all rates and charges for light, power, heat, garbage collection or disposal, water, sewer, gas, or other utilities used in connection with the Lands. MCSS shall be responsible for all security alarm system monitoring costs, subject to the approval of the system by the Board's Managing Director of Facilities. If the system is not approved, the Board shall provide security-monitoring services and pay the cost of installing the Board's security devices.

### 1.06 Custodial Services

The Board shall provide, at its cost, cleaning and custodial services to a standard consistent with similar school buildings, such custodial services to include snow removal on-walkways leading up to and about the Buildings, and landscaping of areas adjacent to the Buildings.

### 1.07 Business Tax Levies

The Board will pay when due any business tax, income tax, license, or any other tax rate, charge, duty, fee, or assessment whether imposed by any municipality, legislative, or other authority which may be rated, levied, or assessed in connection with the activity or activities carried on within the Facility and will provide to MCSS when requested receipts evidencing payment in full.

## ARTICLE II

### REPAIR

#### 2.01 Repairs by MCSS

- (a) MCSS shall (subject to subparagraph 2.01[b]) throughout the currency of this FUA, at its sole cost and expense and with due diligence and dispatch, keep and maintain in good order, condition, and repair making all needed repairs and replacements (including damage caused by vandalism) as determined by the Board, acting reasonably, the whole of the Lands and every part thereof whether furnished or installed by MCSS or the Board, unless such repairs and replacements are due to any act, omission, neglect or default of the Board or those for whom the Board is in law responsible.
- (b) The Board's maintenance department shall be invited to bid on all tenders for repairs and replacements.
- (c) The Board shall give to MCSS prompt notice of any accident, damage, or similar occurrence in the Lands.

## 2.02 Entry to Inspect

MCSS or anyone designated by it shall be entitled at all reasonable times to:

- i) Enter and examine the state of maintenance, repair and condition of the Lands;
- (ii) Make repairs Of perform any other obligations which the Board is required to make pursuant to the terms of this FUA;
- (iii) Make any repairs which MCSS, in its sole opinion, considers necessary or advisable, whether or not the obligation of the Board Of MCSS under this FDA.

The Board shall not impede or interfere with such entry or the exercise of any of MCSS's rights hereunder. MCSS shall not unreasonably interfere with the Board's business operations in the Lands. MCSS will not be liable for damage to property of the Board or of others located on the Lands as a result of an entry unless caused by the negligence of MCSS or those for whom MCSS is responsible in law.

## 2.03 Destruction of Facility

- (a) In the event of the Total Destruction of the Facility by any cause, then this FUA shall terminate from the date when such destruction occurs, The Board shall immediately surrender the Facility and all its interest therein to MCSS and the Board shall pay rent only to the time of such destruction. "Total Destruction" shall mean such damage to the Facility whereby it is unfit for use by the Board for the Board's activities and which cannot reasonably be repaired or rebuilt within 90 days after the occurrence of the damage.
- (b) In the event of Partial Destruction of the Facility by any cause, then if the destruction is such that the Facility cannot be used for the Board's activities until repaired, the rent shall abate until the repair has been made. If the Facility may be partially used for the Board's activities while the repairs are being made, then the rent shall abate in the portion that the part of the Facility rendered unusable bears to the whole of the Facility. "Partial Destruction" shall mean any damage to the Facility less than the Total Destruction, but which renders all or any part of the Facility temporarily unfit for the Board's activities.
- (c) A certificate of an architect appointed by MCSS certifying that Total Destruction or Partial Destruction has occurred shall be binding and conclusive upon both MCSS and the Board.