

THIS AGREEMENT made as of the 25th day of June, 1999

BETWEEN:

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

AND

THE EDMONTON SOCIETY FOR CHRISTIAN EDUCATION
("ESCE")

WHEREAS:

1. ESCE 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 ESCE in providing a program of studies to students whose parents desire an educational setting which operates in accordance with The Vision and Mission of Edmonton Christian School.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

1. ECSA Program

1.1. Creation

1.1.1. In accordance with and subject to the terms of this Agreement, the EPS Board shall establish a program of studies operating presently, but not limited to three school buildings located at North East - K to 9 (Edmonton Christian Northeast School, 5940-159 Ave.), West K to 9 (Edmonton Christian West School, 14345 McQueen Road); High School - 10 to 12 (Edmonton Christian High School, 14304 - 109 Ave.) , all of which shall constitute schools with a program to be called the Edmonton Christian Schools Alternative Program (the "ECSA 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 Edmonton Christian School (the "Vision Statement") attached hereto as Schedule "A". The ECSA Program will be under the governance of EPS. All EPS Board policies apply to the ECSA Program.

1.1.2. The important and legitimate role of ESCE in helping ensure that the integrity and intent of the ECSA Program, as described in the Vision Statement is recognized and supported by EPS.

1.1.3. The Principals are responsible to work with ESCE to implement and maintain the Vision Statement.

1.2. Open Admission

1.2.1. Subject to Section 1.3.1, 1.4.1 and 1.5.1, admission to the ECSA 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 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 ECSA Program. If the ECSA Program is over-subscribed, current students and their siblings will have first priority, with remaining places being filled by random selection..

1.5. Priority Attendance List

1.5.1. In recognition of the many families whose members have attended and supported Edmonton Christian School over several generations during its 50-year history, ESCE will have the right to prepare and provide to EPS, prior to the commencement of the 1999-2000 school year, a list of families whose children will be entitled to enrolment priority in the school up to and including the 2004-2005 school year. This list is not to exceed 75 families, and will be appended to this Agreement as Schedule "B".

2. General Provisions Relating to Employment of ESCE Staff

2.1. Offer by EPS

2.1.1. Subject to Articles 3 and 4, EPS shall offer to employ each of the persons who are staff members of ESCE as at June 30, 1999 (the "ESCE Staff").

2.2. Acceptance

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

2.3. Liability

2.3.1. EPS shall not be liable for any payment whatsoever to any ESCE Staff who do not accept employment with EPS, and ESCE shall be liable for and indemnify EPS in respect of any claim against EPS by any such ESCE 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, 1999, initiates action under the *Labour Relations Code* for a determination as to whether or not such union or local is the certified bargaining agent of any ESCE Staff employed by EPS on or following September 1, 1999, ESCE 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 ESCE Staff

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

of such ESCE Staff member.

2.6. Indemnity

2.6.1. ESCE 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 ESCE Staff on or before January 1, 2001, 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 ESCE Staff arising from matters, incidents or behaviours which occurred within the school or as a result of student/teacher/staff relationships which occurred prior to September 1, 1999.

3. Employment of ESCE Teachers

3.1. Offer of Contract

3.1.1. Subject to section 3.3.1, EPS will offer for the 1999-2000 school year,

- 3.1.1.1. probationary teaching contracts to staff in positions requiring teacher certification,
- 3.1.1.2. a designation as acting principal to the current superintendent, and
- 3.1.1.3. an appointment as assistant principal to current site principals.

ESCE will upon execution of this Agreement, identify and communicate to EPS the names of any teaching staff ESCE 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 1999, the principal would be asked to recommend those to be hired. Evaluation for a continuing contract for 2000-2001 would be co-ordinated by EPS personnel services and would occur throughout the 1999-2000 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 ESCE.

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 ECSA Program

3.6.1. The principals and teachers in the ECSA 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 ESCE will have input into the selection, and will be asked to suggest selection criteria and recommend candidates for consideration.

3.7.2. All current and future teaching and administrative staff in the ECSA 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 the 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 principals are responsible for staffing the schools. He/she will involve ESCE in the process of selecting staff to fill vacancies at the school.

4. Employment of ESCE Support 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.

4.2. 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.

4.3. Seniority

4.3.1. Previous experience 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 principals are responsible for staffing the schools. He/she will involve ESCE in the process of selecting staff to fill vacancies at the schools. Current district staff 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 Statement.

6. Buildings

6.1. Lease

6.1.1. ESCE will continue to own the school buildings and EPS will lease the buildings for an agreed upon amount, which would include the allocations for utilities and maintenance that would normally go into the school budgets. ESCE will give EPS' district's maintenance staff an opportunity to bid on maintenance work at the school. Details of this agreement will be specified in a lease document.

7. School Council

7.1. Election

7.1.1. Upon implementation of this Agreement, the ECSA Program shall provide parents and the school community with the opportunity to establish a School Council for which the Members of the Board of ESCE would be eligible for election or appointment.

8. ECSA Program

8.1. Amendment

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

8.2. Monitoring

8.2.1. EPS and ESCE will jointly develop an ECSA Program monitoring plan so both can be assured that the ECSA 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 ECSA Program on the same basis as for other district schools and programs.

9.2. Fees

9.2.1. ESCE shall collect fees to cover the extra components of the ECSA Program as well as building-related expenses and transportation fees, should ESCE retain a transportation 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 ECSA 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 on Notice

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

11.3.1.1. such notice is effective on June 30 of the next following school year;

11.3.1.2. the parties have utilized the process outlined in sections 12.8.1.

11.3.2. In the event of termination, EPS will assist ESCE, 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 ESCE to the attention of:
Chairperson of the Board
Edmonton Society for Christian Education
13470 Fort Road
Edmonton, Alberta
T5A 105

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 the 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.

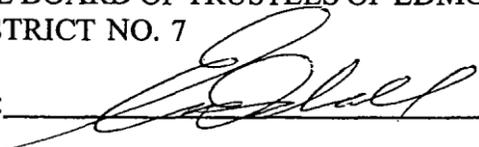
12.8. Dispute Resolution

12.8.1. The parties will make all 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.

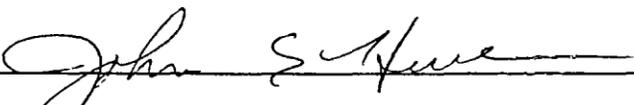
IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first above written.

Per: _____

EDMONTON SOCIETY FOR CHRISTIAN EDUCATION
THE BOARD OF TRUSTEES OF EDMONTON SCHOOL
DISTRICT NO. 7

Per:  _____

THE BOARD OF TRUSTEES OF EDMONTON SCHOOL DISTRICT NO. 7
Per:

Per:  _____

Per:  _____