

MEMORANDUM OF AGREEMENT**THIS MEMORANDUM OF AGREEMENT****BETWEEN:**

**The Board of Education of the Prairie South School Division
No. 210 of Saskatchewan**

(hereinafter called "the Board")

AND:

Cornerstone Christian School Inc.

(hereinafter called "the Associate School")

WHEREAS the Board operates a Pre-Kindergarten – Grade 12 public school system in the Province of Saskatchewan, pursuant to the provisions of *The Education Act, 1995*;

AND WHEREAS the Board accepts the opportunity to accommodate a broad range of educational needs in an increasingly pluralistic society;

AND WHEREAS the Associate School is a non-profit corporation operating an independent school that has, as its principal objective, the advancement of education from a religiously-based philosophical perspective;

AND WHEREAS the Associate School's mission, vision, statement of faith, core values, and standards for life and living, as outlined in the attached **Appendix "A"**, are considered integral to the operations of the Associate School;

AND WHEREAS the Board has the authority pursuant to subsection 33(2) and subclause 92(b)(iii) of *The Education Act 1995* and the Associate School has the authority as a non-profit corporation, to enter into agreements for any purpose considered necessary and advantageous to the quality and efficiency of educational and related services available to school-age children.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein, the parties covenant and agree, as follows:

ARTICLE I – INTERPRETATION

1.01 In this agreement, and in any schedules or appendices attached to it, or any amendments to same, the terms utilized shall have the same meaning as specified in *The Education Act 1995* and any regulations made thereunder, particularly *The Independent Schools Regulations*.

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- 1.02 The organization of this agreement into sections and the insertion of headings are for convenience of reference only and shall not affect its interpretation and construction.
- 1.03 This agreement is subject to and shall be interpreted according to the laws of the Province of Saskatchewan.
- 1.04 To the best of its knowledge, no provision of this agreement conflicts with any agreement that the Board has entered into with its various employee groups. In the event that a conflict arises between application of this agreement and any other the Board has, or may in the future have, with its employee groups, the parties hereto agree that this agreement shall be amended to remedy such conflict so that same conforms with any such other agreement.
- 1.05 The Parties acknowledge and agree that the provisions of this Agreement shall not extend to or apply in respect of any services beyond those pertaining to:
- (a) teaching staff,
 - (b) supervision, management and direction of teaching staff,
 - (c) curriculum leadership and support for teaching staff, and
 - (d) professional development opportunities for teaching staff

and that any additional services shall be subject to another agreement, if any, between the Parties.

ARTICLE II – TERM

- 2.01 The parties acknowledge that this agreement is entered into on the condition that the mutual desirability of the arrangement between the parties for the purposes specified herein continues. The terms of this agreement may be renewed or extended as agreed by the parties. This Agreement continues in force until terminated in accordance with Article X.

ARTICLE III – PERSONNEL

- 3.01 The professional teaching staff of the Associate School shall:
- (a) be employees of the Board with all the rights and responsibilities associated therewith and governed by all policies, procedures and practices of the Board applicable to its employees; and
 - (b) be members of the appropriate employee bargaining unit within the school division.

- 3.02 All non-teaching staff of the Associate School shall be and remain employees of the Associate School and, as such, shall be governed by the policies, procedures and practices of the Associate School applicable to its employees. Nothing herein contained shall be construed to establish an employer/employee relationship between such non-teaching employees and the Board.
- 3.03 The parties shall share the responsibility for recruiting, selecting and hiring the teaching staff for the Associate School and in so doing shall take into account the religious objectives of the Associate School, as are more particularly described in the preamble and Appendix A. A committee, with equal representation from both parties, shall be established to perform the staffing functions specified.
- 3.04 The teaching staff allotment for the Associate School shall be determined on an annual basis prior to each school year on the basis of the teacher staffing practices of the Board (staffing formula), the September 30th projected enrolments for the Associate School and other applicable staffing considerations as determined by the Board in consultation with the Associate School (for example, teacher allotments over or under the staffing formula).
- 3.04 Notwithstanding the provisions of Articles 3.01 and 3.02, the Associate School shall be responsible for all costs associated with the teaching staff allotment including, but not limited to, salaries, employer benefit contributions, teacher leaves, teacher replacement staffing, teacher professional development, and other teacher related costs incurred with respect to the Associate School teaching staff pursuant to Board policies, procedures and practices and collective agreements applicable to the teaching staff of the Board. The Parties acknowledge that these costs are initially paid by the Board, and then subsequently charged back as a cost against amounts that would otherwise be paid to the associate school.
- 3.06 A list of substitute teachers whose religious objectives and distinctives are in keeping with those of the Associate School, shall be established prior to each school year, and updated as required.

ARTICLE IV – OPERATIONS

- 4.01 The Associate School, in the operation of its School, agrees:
- (a) to subscribe to the Goals of Education for Saskatchewan in accordance with Departmental Policy F.1.2, "Accredited Independent Schools: Goals of Education";
 - (b) to conform to provincial curriculum policy, in accordance with Departmental Policy F.1.3, "Accredited Independent Schools: Curriculum and Instruction" with respect to:
 - (i) required areas of study;
 - (ii) Common Essential Learnings;

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- (iii) locally determined options; and
 - (iv) adaptive dimension; and
- (c) to provide approved programs and courses of study, in accordance with Departmental Policies D.3, "Submitting Programs (Grades 1 to 9) for Approval" and F.1.3.
- (d) that the Associate School shall raise sufficient revenues to meet its financial responsibilities in operating the Associate School as enumerated herein.
- 4.02 The parties agree that the Basic Rate grant received by the Board from the Department determined on the basis of the students enrolled at the Associate School shall be allocated on a September 1 to August 31 fiscal year basis as follows:
- (a) the Board shall retain 4% of the total Basic Rate grant as an administration fee.
 - (b) the remaining 96% of Basic Rate grant shall be first used to cover all Associate School teacher staff related costs incurred by the Board pursuant to clause 3.05.
 - (c) the anticipated remaining funds from the Basic Rate grant shall be paid to the Associate School in equal monthly instalments over a period of (12 months) commencing in September of each year.
 - (d) the Associate School shall be responsible for any costs exceeding 96% of Basic Rate grant.
 - (e) the grant allocation and instalments to the Associate School shall be amended for any funding changes made to the Basic Rate grant by the Department during the fiscal period.
 - (f) a final reconciliation for the fiscal period shall be completed no later than November 30th of each year. Any unused portion of the Basic Rate grant shall be disbursed to the Associate School. Any excess of the total of the administration fee, teacher costs, instalments and other payments to the Associate School over the Basic Rate grant received from the Department shall be applied as a charge against the current year grant.
- 4.03 Access to the Board's specialized program staff shall be provided on a consultative basis for curricular issues. The allocation of services will be determined in consultation with the Board.
- 4.04 The Associate School agrees to operate its School with the number of school days as specified by the Minister pursuant to subsection 163(2) of *The Education Act* and, insofar as possible, to adopt a calendar which parallels the one established by the Board.

- 4.05 In the event that at-risk/special needs students enrol in the Associate School, the Board agrees to pay to the Associate School all provincial grant monies over and above the Basic Rate grant received by the Board as a direct result of the students' enrolment in the school. In return, it shall be the Associate School's responsibility to provide appropriate support staff and programming to meet the students' special needs in consultation with the Board's Superintendent of Student Support Services.

ARTICLE V- TEACHER REDUNDANCIES

- 5.01 The Parties agree that:
- (a) in the event that a redundancy arises at the Associate School, then the Associate School shall assume the cost of any associated redundancy pay, in the first instance;
 - (b) in the event that a redundancy arises within the teaching complement of the Board, outside of the Associate School, then the Board shall assume the cost of any associated redundancy pay, in the first instance.
- 5.02 The Parties agree that they shall strive to accommodate redundant teachers:
- (a) in the case of a redundant teacher at the Associate School, by placing them in another school operated by the Board, and;
 - (b) in the case of a redundant teacher at another school operated by the Board, by placing them in the Associate School, taking into account the religious objectives of the Associate School, as more particularly described in the preamble and Appendix A.

ARTICLE VI – FACILITIES, SUPPLIES AND INSURANCE

- 6.01 The Associate School agrees to assume full responsibility for provision, operation and maintenance of necessary facilities and grounds for the operation of its School in accordance with facility guidelines established by the Department.
- 6.02 The Parties agree to name each other, and the other's Board, employees, officers and any other persons whether remunerated or not, who are carrying out duties on behalf of the Party, as additional named insureds on their general liability insurance policies; copies of same to be provided to the other Party on or before the opening day of each school year.
- 6.03 The Associate School shall, at its expense, provide all equipment, supplies and materials necessary for the operation of the program offered at its School. It is recognized that all, or a portion, of these costs may be assumed by parents of pupils in attendance at the school.

- 6.04 The Associate School shall, at its expense, be responsible for the provision, scheduling and monitoring of all aspects of pupil transportation associated with operation of the Associate School; provided that it is recognized that all, or any portion, of this responsibility may be assumed by parents/guardians of pupils in attendance at the school. Transportation for students in the schools' attendance area may be considered upon written request to the Board. Where the request for transportation involves a rural student that may be accommodated on an existing bus route of the Board and where a transportation grant is provided by the Department for that student sufficient to cover the Board's cost, the Board may retain the grant in exchange for providing the transportation service.

ARTICLE VII – COMMUNICATION AND NOTICES

- 7.01 There shall be established a joint committee for the purpose of maintaining a formal channel of communication between the parties, consisting of three persons designated by each of the parties. The Director of Education (or designate) and Chairperson of the Associate School (or designate) shall act as committee co-chairs. Meetings shall be held at the request of either party. Minutes of each meeting shall be recorded and copies distributed to the parties. In the event of an issue or difference arising between the parties that cannot be resolved satisfactorily by this committee, the matter shall be referred to the Board and Associate School respectively for consideration, following which a meeting of said parties shall be arranged, if necessary, for discussion and determination of the matter.
- 7.02 Notice by one party to the other shall be given in writing, and shall be mailed, postage prepaid, or delivered to such other party as follows:

To The Board:

Chairperson
Board of Education of the Prairie South
School Division No. 210 of Saskatchewan
15 Thatcher Drive East
Moose Jaw, Saskatchewan S6J 1L8

To the Associate School:

Chairperson
Cornerstone Christian School Inc.
43 Iroquois Street East
Moose Jaw, Saskatchewan S6H 4S9

ARTICLE VIII – REVIEW OF THE AGREEMENT AND OTHER MEETINGS OF THE PARTIES

- 8.01 The Parties agree that in January of each year, each Party shall designate representatives to review :
- a. the provisions of this Agreement and the continuing efficacy of each provision;
 - b. actual and projected enrolments in the Associate School;
 - c. budgetary constraints of the Parties;
 - d. the need, if any, to recommend amendments to the Agreement to the Associate School and the Board;
 - e. any other matter of significance or consequence to the Parties in their collaborative endeavour to operate the Associate School.
- 8.02 Either party has the right to convene a meeting between designated representatives of each Party, upon at least seven days notice in writing. The Parties agree to co-operate in scheduling such meetings, so that each Party can effectively participate and attend.

ARTICLE IX– ASSETS AND INSURANCE

- 9.01 All assets of the Associate School as established prior to the commencement of this Agreement shall remain, during the period hereof, the assets of the Associate School.
- 9.02 All assets of the Board are and shall remain, during the term hereof, the assets of the Board.
- 9.03 All assets belonging to the Associate School shall, upon termination of this agreement, be retained by the Associate School, and, similarly all assets belonging to the Board, shall remain the property of the Board.
- 9.04 Nothing contained in this agreement shall be construed as either party assuming any responsibility whatsoever for any liabilities of the other party.

ARTICLE X – TERMINATION

- 10.01 The parties agree that this Agreement may be terminated:
- a. at any time by written mutual agreement between the Parties; or
 - b. upon eighteen months written notice by either party, such notice to be provided no later than February 28 of the year preceding the effective date of the termination, such effective date of termination to be the commencement date of the school year in the year following the year that notice of termination is provided.

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10.02 In the event that this Agreement is terminated, it shall be terminated in a way which minimizes disruption to the pupils and staff at the Associate School, and to the other staff and pupils of the Board.

ARTICLE XI - ARBITRATION

The parties further covenant and agree:

11.01 In the event of any dispute arising between the parties as to anything set out in this agreement, or its interpretation, then the same shall be settled by arbitration, as provided for in *The Arbitration Act* of Saskatchewan.

11.02 There shall be no appeal from the arbitration award.

IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals attested to by the hands of their duly authorized officers in that behalf on the day and year first written above.

CORNERSTONE CHRISTIAN SCHOOL
INC.

Per: 

Per: 

THE BOARD OF EDUCATION OF THE
PRAIRIE SOUTH SCHOOL DIVISION
NO. 210

Per: 

Per: 

Cornerstone Christian School Inc.**Appendix "A"****Mission, Vision, Statement of Faith, Core Values, and Standards for Life and Living
Cornerstone Christian School****Mission**

The mission of Cornerstone Christian School is to provide students with Christ-centered education that they may know, love, and serve God.

Vision

The vision of Cornerstone Christian School is to have Christ-like students effectively using their gifts and callings to glorify God.

Statement of Faith

1. We believe the Bible to be the only inspired, infallible, authoritative, inerrant Word of God.
2. We believe there is only one God, eternally existing in three persons: Father, Son, and Holy Spirit.
3. We believe in the deity of Christ, His virgin birth, His sinless life, His miracles, His vicarious and atoning death, His resurrection, His ascension to the right hand of the Father, and His personal return in power and glory.
4. We believe in the absolute necessity of regeneration by the Holy Spirit for salvation because of the exceeding sinfulness of human nature; and that men are justified solely on faith in the shed blood of Christ, and that only by God's grace through faith alone are we saved.
5. We believe in the resurrection of both the saved and the lost; they that are saved unto the resurrection of life, and they that are lost unto the resurrection of damnation.
6. We believe in the spiritual unity of believers in our Lord Jesus Christ.
7. We believe in the present ministry of the Holy Spirit, by whose indwelling the Christian is enabled to live a godly life.

Core Values

Our Core Values include:

1. The inspiration and authority of the Bible: Members of the staff voluntarily submit to its teaching.
2. The pursuit of personal holiness: Members of the staff strive to live distinctly Christian lives.
3. The school's mission: Members of the staff are determined to let nothing stand in the way of continuing as "faithful disciples of Christ".
4. The school: Members of the staff place the welfare of the school above their personal preferences.

Standards for Life and Living

Consistent with our Core Values, employees are expected to:

1. Obey the law and conduct themselves as just and socially responsible citizens who seek to contribute to the welfare of the greater community of which the school is a part.
2. Obey Jesus' commandment to His disciples, echoed by the apostle Paul, to love, cherish, and serve one another's needs.
3. Refrain from practices which are biblically condemned.
4. Treat with utmost seriousness the position of trust and influence which a staff member employee holds in relationship with students, and to model at all times wise, discreet, and respectful behavior.
5. Utilize careful judgment at all times in the exercise of personal freedom, particularly when associated with the school and/or relating to students, either publicly or privately.