

EDMONTON PUBLIC SCHOOLS

May 11, 2004

TO: Board of Trustees

FROM: A. McBeath, Superintendent of Schools

SUBJECT: Community Christian Education Alternative Program:
Meadowlark Christian School

ORIGINATOR: B. Holt, Executive Director, Instructional and Curricular
Support Services

RESOURCE STAFF: Jenise Bidulock, Gloria Chalmers

RECOMMENDATION

1. That the attached agreement between Edmonton Public Schools and Meadowlark Christian School (Appendix I) be approved.
2. That the Community Christian Education (CCE) Alternative Program for offering in the district, beginning in the 2004-2005 school year, be approved.
3. That the attached facilities use agreement between Edmonton Public Schools and Meadowlark Christian School (Appendix II) be approved.

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Background: Over the past several months, district administration has been involved in discussions with representatives from the Meadowlark Christian School regarding the possibility of the private school program they operate becoming an alternative program within Edmonton Public Schools. These discussions have resulted in the program agreement and the facility use agreement which are appended to this report. The administration is now recommending that the board approve the offering in the district of the Community Christian Education (CCE) Alternative Program at the Meadowlark Christian School facility beginning in the 2004-2005 school year.

The Meadowlark Christian School program has been operating in Edmonton for 23 years. The school building and adjacent portable classrooms owned by the corporation are located at 9825 – 158 Street. It is an interdenominational school serving all families who choose the school and wish their children to be educated in the evangelical Christian tradition. It currently serves 255 students from kindergarten to grade 9.

Meadowlark Christian School Support for Joining Edmonton Public Schools: Meadowlark Christian School is a non-profit company incorporated under the Companies Act. The company's

board of directors took a leadership role in discussions with the district. In February, the board of directors met with the parent body of the school and received strong support for pursuing alternative program status within Edmonton Public. On April 14, 2004, a parent meeting was held to provide parents with an opportunity to ask questions to both representatives of the board of directors and Edmonton Public and to provide feedback regarding the decision on becoming an alternative program in the district. At this meeting, the parent body gave overwhelming support for the decision to seek alternative program status with Edmonton Public Schools. Based on the support of the board of directors and the general parent body, the company has requested that the administration bring the alternative program proposal forward to the board of trustees.

Context of the Recommendation: The administration's recommendation that Edmonton Public Schools agree to establish the Community Christian Education Alternative Program is based on the district's belief that public education can and should serve all families in the community, as well as on our long-standing support for program choice. In addition, the district has learned through its Logos alternative program, the Edmonton Christian School alternative program and the Millwoods Christian alternative program that non-denominational Christian education responds to a deeply felt need on the part of many families. Being able to serve the students in the Community Christian Education Program at Meadowlark Christian School would give the district the opportunity to earn the trust of families who have not previously been willing to entrust their children's education to the public system.

Some of the key district parameters reflected in the proposed agreement are:

- The program would be offered under section 21 of the School Act, which enables boards to offer alternative programs based on religion.
- The program meets the requirement of the board's program policy as it relates to religious instruction and alternative programs based on religion, in that it is non-denominational and non-proselytizing. The non-denominational aspect is reflected in the program's long-standing open-admission policy and the fact that, although it is based in the evangelical tradition of Christianity, it is not tied to a specific denomination. The program is non-proselytizing in that it does not teach catechism or encourage students to join a particular church or denomination.
- The families currently enrolled in the program at Meadowlark Christian School represent over forty churches, mostly located in west Edmonton.
- The program would be under the governance of Edmonton Public Schools' board of trustees, and all board policies and regulations would apply to the program.
- The program would continue to follow the Alberta Learning curriculum.
- All staff in the schools would be Edmonton Public Schools' staff, and would belong to the Alberta Teachers' Association or the appropriate CUPE local. Staff groups have been kept informed of discussions.
- Admission would be open to all interested families.
- Instructional allocations would be provided on the same basis as to other schools and programs.
- Total cost to the district of offering the program and utilizing the school buildings does not exceed the net amount of grants that would be realized because of having the program in the district.

Key elements for Meadowlark Christian School that are also reflected in the agreement are:

- The program would be based on the Educational Vision Document (Appendix I, Schedule A).

- The district recognizes the important and legitimate role of the Meadowlark Christian School Board of Directors (to be referred to as an-Advisory Council should the program become an alternative program in the district, see Educational Vision Document, Appendix I, Schedule A), in helping ensure that the integrity and intent of the alternative program are maintained.
- Substantive change to the Educational Vision Document could only be initiated by Meadowlark Christian School but would also have to be agreed to by Edmonton Public Schools' board of trustees.
- Meadowlark Christian School Advisory Council would have input when the selection of a principal was required, and the principal would involve them in the processes for staff selection in the school.
- Current teaching and support staff would be considered for positions with Edmonton Public Schools. Custodial staff would be hired through the district.
- Section 21 of the School Act permits the collection of fees related to non-instructional components of alternative programs that are over and above the cost of regular programs.
- Meadowlark Christian School would collect fees related to supporting the Christian education components of the program and the buildings. In the initial period, Meadowlark Christian School would also collect a 'transition fee' to help cover costs associated with building upgrades, becoming part of the district's wide area network, and similar transitional items.
- Proposed fees for 2004-2005 would average \$1,100 which is just under half of current fees. The Company also provides assistance with fees for needy families. The proposed fees and their breakdown are detailed in Appendix III.

Building: Meadowlark Christian School would retain responsibility for the capital needs of their building. In this way, the school building would not compete for capital funds with district-owned buildings. In recognition of Meadowlark Christian School's responsibility in this regard, a facilities use payment has been identified in the agreement. The amount is not market driven but rather related to net grants received by the district. Meadowlark Christian School has agreed to give the district's maintenance department the opportunity to bid on maintenance work in the buildings.

The facilities use agreement is attached in Appendix II. Staff from Facilities Services have conducted an inspection of the buildings and report that they are comparable in condition to district facilities of the same age.

Conclusion: The Board of Directors of Meadowlark Christian School have approved in principle the attached agreement and lease and are prepared to sign off if the recommendations in this report are approved by the board of trustees.

GC/JB:ee

- APPENDIX I: Proposed Program Agreement between Edmonton Public School Board and Meadowlark Christian School
- APPENDIX II: Proposed Facilities Use Agreement
- APPENDIX III: Proposed Fee Structure 2004-2005

THIS AGREEMENT made as of the _____ day of _____, 2004

BETWEEN:

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

AND

MEADOWLARK CHRISTIAN SCHOOL
("MCS")

WHEREAS:

1. MCS 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 MCS in providing a program of studies to students whose parents desire an educational setting which operates in accordance with the Educational Vision of the Community Christian Education (CCE) Program at Meadowlark Christian School.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

1. CCE 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 Nine program of studies at Meadowlark Christian School located at 9825 – 158 Street, such program to be called the Community Christian Education (CCE) Alternative Program (the "CCE Program") pursuant to Section 21 of the School Act. EPS will provide a program of studies in an educational setting which operates in accordance with the Educational Vision of the CCE program at Meadowlark Christian School (the "Educational Vision Document") attached hereto as Schedule "A". The CCE Program will be under the governance of EPS. All EPS Board policies apply to the CCE Program.
- 1.1.2 The Principal will work with the Meadowlark Christian School Board of Directors (heretofore called the Advisory Council) of Meadowlark Christian School to implement and maintain the Educational Vision Document.

1.2 Open Admission

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

1.3 Parental Commitment

1.3.1. While it is not an admission requirement that students or their families be of the Evangelical Christian faith, parents who seek enrolment for their child will be asked to sign an agreement indicating their support for the Educational Vision Document.

1.4 Over-Subscription

1.4.1 In accordance with the School Act, non-residents of EPS are welcome in the CCE Program. If the CCE 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.

2. General Provisions Relating to Employment of MCS Staff

2.1 Offer by EPS

2.1.1 Subject to Articles 3 and 4, and to further review by Personnel Services of EPS, EPS shall offer to employ each of the persons who are staff members of MCS as at June 30, 2004 (the "MCS Staff").

2.2 Acceptance

2.2.1 Those members of the MCS Staff who accept employment with EPS 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 MCS Staff who do not accept employment with EPS, and MCS shall be liable for and indemnify EPS in respect of any claim against EPS by any such MCS 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, 2004 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 MCS Staff employed by EPS on or following September 1, 2004, MCS shall be liable to and indemnify EPS in agent respect of any costs, damages, expenses and solicitor's fees incurred by EPS in relation to such action.

2.5 Surplus MCS Staff

2.5.1 If, because of declining enrolment or inadequate funds in year 1, the services of any member of MCS Staff are no longer required by EPS in the CCE Program, EPS shall transfer such MCS Staff to another position with EPS if permitted under any applicable collective agreement and the MCS 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 MCS Staff member.

2.6 Indemnity

2.6.1 MCS 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 MCS Staff on or before January 1, 2006, 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 MCS 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, 2004.

3. Employment of MCS Teachers

3.1 Offer of Contract

3.1.1 Subject to section 3.3.1, EPS will offer for the 2004-2005 school year,

- a) Probationary teaching contracts to staff in positions requiring teacher certification,
- b) a designation as principal for a two-year probationary period to the current principal.

MCS will upon execution of this Agreement, identify and communicate to EPS the names of any teaching staff MCS 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 2004, the principal would be asked to recommend those to be hired. Evaluation for a continuing contract for 2005 – 2006 would be co-ordinated by EPS personnel services and would occur throughout the 2005 – 2006 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 MCS.

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 CCE Program

- 3.6.1 The principal and teachers in the CCE Program shall support the Educational Vision Document and demonstrate a continuing commitment to implement and carry out the goals and strategies of the Educational Vision Document.

3.7 New Appointments

- 3.7.1 When the appointment of a new principal is necessary, the MCS Advisory Council will have input into the selection by suggesting criteria,

recommending candidates for consideration and participating in interviews. The superintendent is responsible for principal recommendations.

- 3.7.2 All current and future teaching and administrative staff in the CCE Program shall support the Educational Vision Document and demonstrate a continuing commitment to implement and carry out the goals and strategies of the Educational Vision Document. 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 and applications will only be considered from those acceptable to the personnel department of EPS. The principal will involve the MCS Advisory Council in the process of selecting staff to fill vacancies at the school by involving the MCS Advisory Council in interviews. The principal is responsible for staffing the school and makes the final decision.

4. Employment of MCS 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 of support staff will be recognized only for grid placement and not for seniority purposes under the collective agreement.

5. General Provisions Relating to Support Staff

5.1 New Appointment

- 5.1.1 The principal is responsible for staffing the school. He/she will involve the MCS Advisory Council in the process of selecting staff to fill vacancies at the school. 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 Educational Vision Document.

6. Buildings

6.1 Facility Use Agreement

6.1.1. Meadowlark Christian School will continue to own the school buildings and EPS will have use of the buildings for an agreed upon amount based on a formula that is agreed upon. Details will be specified in a Facility Use Agreement. The MCS Advisory Council will give EPS's district maintenance staff an opportunity to bid on maintenance work at the school.

7. School Council

7.1 Election

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

8. CCE Program Quality

8.1 Recognition

8.1.1 The important and legitimate role of the MCS Advisory Council in helping ensure that the integrity and intent of the CCE 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 CCE Program as set out in the agreed upon Educational Vision Document. If change is desired, it must be initiated by the MCS Advisory Council. If the change involves material alteration to the fundamental principles of the CCE Program, such change requires the mutual consent between the two parties.

8.3 Monitoring

8.3.1 EPS and the MCS Advisory Council have jointly developed a CCE Program monitoring plan (Schedule C) so both can be assured that the CCE Program is meeting its Educational Vision Document.

9. Funding

9.1 Allocation

9.1.1 Instructional funds will be allocated to the CCE Program on the same basis as for other district schools and programs.

9.2 Fees

9.2.1 MCS shall collect fees to cover the extra components of the CCE Program as well as building-related expenses.

1. Transportation

10.1 Parental Responsibility

10.1.1 The Community Christian Education Alternative program at Meadowlark Christian School will be included in the alternative transportation network. As well, students are eligible for a subsidized Edmonton Transit pass so long as this remains a policy of EPS.

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 MCS 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 MCS to the attention of:

Chairperson of the Board of Directors
Meadowlark Christian School
9825 – 158 Street
Edmonton, Alberta
T5P 2X4

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: _____

MEADOWLARK CHRISTIAN SCHOOL

Per: _____

Community Christian Education Program of Meadowlark Christian School

Educational Vision Document

Mission Statement

To be a caring community committed to developing excellence in:

- Learning through academics
- Living in Christ
- Leading by serving others
- Loving with strength of character

1. Community Christian Education (CCE) Program

The Community Christian Education Program is an alternative program for children Grades K – 9. Founded on the Christian worldview, love your God, and love your neighbour as yourself, this program seeks to teach students how to live their Christian faith in the context of their local and broader community.

The program is designed to nurture excellent character, leadership, academic and spiritual outcomes in students through the use of faith-based strategies, value-rich role modeling by staff, and parent partnership. Students are encouraged to actively demonstrate these outcomes through leadership opportunities in their school, community service options in their neighbourhood and extra curricular involvement.

2. Community Christian Education Program Mission

To be a caring community committed to developing excellence in:

2.1. Learning – through academics

2.1.1. Students will be encouraged to realize their full academic potential as an individual uniquely created by God.

2.1.2. All students will be encouraged to develop creative and critical thinking through the proper use of Biblical criteria for evaluation.

2.2. Living – in Christ

2.2.1. Students will experience the invitation to accept Christ as Saviour and to live for Him.

2.2.2. Students will be encouraged to make informed Christian choices based on Biblical criteria.

2.2.3. Students will learn a Christian view of life, work, personal relationships, family and marriage.

2.2.4. Staff will demonstrate Christian values in the classroom by living with integrity.

2.3. Leading – by serving others

2.3.1. Students will be challenged to become leaders at school and in the community. They will be involved with various service projects to help them gain an understanding of what it means to be a contributing member of society realizing the dependence we have on one another.

- 2.3.2. Students will be challenged to good citizenship through developing the understanding and appreciation of our Christian and Canadian heritage of responsible freedom, human dignity and acceptance of authority.
- 2.3.3. Students are encouraged to take part in public speaking opportunities in wake-up calls and assemblies to share their perspectives.
- 2.3.4. Staff will demonstrate effective Christian leadership.
- 2.4. Loving – with strength of character
 - 2.4.1. Strong emphasis will be placed on the students receiving character education: honesty, kindness, loyalty, perseverance, integrity, tolerance, respect, equality, stewardship, and community awareness
 - 2.4.2. Individuality is not only respected but celebrated.
 - 2.4.3. Students are taught to be responsible for themselves, others, and property, and to treat everyone with love and respect.
 - 2.4.4. The goal is to highlight the positive traits in each student and to build, develop, instruct, and guide in those areas while also helping him or her to develop strength in weaker areas.
 - 2.4.5. Staff and students work together to create an environment in which each person feels safe and encouraged. Staff will model care and concern for students. Conflict resolution will be demonstrated and taught using an effective Biblical model, which encourages open communication, quick settlement, and discretion of the parties involved.

3. Spiritual Foundation

The Community Christian Education Program simply defined, is an integration of faith and learning. At its foundation is the Christian Bible and the belief that God is central to our humanity. The CCE program is interdenominational and embraces students and staff from a variety of church backgrounds and heritages. It is unabashedly evangelical because sharing the strength of the Christian faith with others and contributing toward community enhancement is fundamental to the mission of the program. Attachment 1 outlines the doctrinal statement of the CCE program.

As an alternative program within Edmonton Public Schools, the Community Christian Education Program partnering with parents and the EPS Board will seek to uphold all aspects of its Mission and stay true to its doctrinal beliefs by emphasizing the following:

- 3.1. The Community Christian Education Program will demonstrate its spiritual foundation in every part of its operation.
- 3.2. Prayer will have a major focus.
- 3.3. Knowledge of God, the Bible, and its relevance will be integrated at appropriate opportunities.
- 3.4. Practical outcomes of the Christian faith will be explored.

4. Programming

The Community Christian Education Program will provide excellent educational programming through an efficient and effective model that includes the Alberta Learning Curriculum with alternative programming expansion:

- 4.1. CCEP will operate within the context of its mission: committed to developing personal excellence.
 - 4.1.1. Students will be required to achieve academically at their grade level unless testing reveals significant learning problems that preclude that. However, striving for personal excellence will always be the challenge, hence the mission statement and the “Four L’s” – Learning, Living, Leading, Loving.

- 4.1.2. Student needs will be identified and addressed appropriately so that each student has the opportunity to meet the challenge of personal excellence.
- 4.1.3. Parents are partners; therefore, CCEP has a communication plan to keep parents informed of student progress in all areas, especially academics.
- 4.1.4. Through the admissions process, parents will be fully informed of the school's spiritual and academic programs before they enroll their child. Parents and students are asked to make a commitment to support the mission of the school.
- 4.1.5. The principal will monitor academic achievement, the spiritual quality of the school, the ability of the students to relate the Bible to learning and how the mission of the school is being fulfilled and share these results with the MCS Advisory Council.
- 4.2. CCEP will offer a program that has a strong leadership and service focus: to be a caring community.
 - 4.2.1. Students will be given opportunities to serve as leaders within the school community.
 - 4.2.2. Extra curricular activities will be provided to enhance student commitment to their community.
 - 4.2.3. Students will be encouraged to participate in a service option which enables them to volunteer in the neighbourhood community and provide a valuable service.
- 4.3. CCEP will include spiritual programming.
 - 4.3.1. Staff and student devotions and discussions within regular classroom situations will include a spiritual focus.
 - 4.3.2. Chapels, retreats, P.D. Days, staff meetings, assemblies, and school presentations will include a spiritual focus.
 - 4.3.3. Bible study and memorization will be regularly incorporated.
 - 4.3.4. Purposeful discussion of Christian morals and beliefs, as they are involved in the different subjects, will be encouraged.
 - 4.3.5. Use of Divine creation, as an alternative to the theory of evolution in the study of origins, will be a standard. Evolution theory will be taught as required.
 - 4.3.6. Resources and materials used in the education program will be chosen consistent with good and moral subject matter.
 - 4.3.7. Various groups associated with the school, ranging from council members to administrators, teachers, staff, parents and students, will be involved in regular prayer times.
- 4.4. CCEP will make regular program revisions.
 - 4.4.1. Teachers are encouraged to be collaborative in planning programs and to attend program development.
 - 4.4.2. The principal will lead teachers in ongoing development of the program.
 - 4.4.3. Teachers will have opportunities for professional development.

5. Staff

The Community Christian Education Program teaching staff and administration will be professional and knowledgeable faith-filled Christian educators. Each teacher must hold a valid Alberta Teaching Certificate and must make an affirmation of the philosophy of the school, agreeing to support the objectives of Christian education in the school. It is expected that all staff will clearly exhibit their enthusiasm, competence and commitment to personal excellence in education in CCEP.

- 5.1. Teachers will structure learning environments that challenge students to personal excellence, creative and critical thinking, and the proper use of Biblical criteria for evaluation in the integration of Christian faith and learning.

- 5.1.1. All teachers are expected to be Christian leaders and role models by emphasizing development of personal excellence in the “Four L’s” - Learning, Living, Leading, Loving and supporting the mission of the school.
- 5.1.2. All teachers will be purposeful about discussion of Christian morals and beliefs as they integrate these naturally into the learning of different subjects.
- 5.1.3. Teachers will demonstrate in their lesson plans the integration of faith and learning.
- 5.1.4. All teachers will visually display the “Four L’s” - Learning, Living, Leading, Loving, and reinforce them, naturally and appropriately, throughout the program.
- 5.1.5. Teachers will encourage students to articulate the mission of the school and strive to demonstrate it in their own lives.
- 5.2. Teachers will demonstrate competency within their subject areas.
- 5.2.1. All teachers will possess or develop the knowledge, skills and attitudes required to offer the Alberta Learning curriculum within a program that reflects the CCEP mission.
- 5.2.2. The principal will require teachers to exhibit a love of and commitment to lifelong learning.
- 5.2.3. Teachers will evaluate student progress with methods appropriate to the mission goals of CCEP within the framework of EPS assessment guidelines.
- 5.2.4. Teachers will find ways in which to integrate faith and learning with the proper use of Biblical criteria, no matter what subject is taught.
- 5.2.5. Teachers will be able to demonstrate how their teaching matches the learning styles and abilities of their students.

6. Community Focus

The atmosphere of the Community Christian Education Program will be characterized by acceptance, appreciation, respect and dependence upon each other. Individuals will demonstrate God’s love for one another, seek God’s direction on a daily basis, and be encouraged to develop meaningful relationships within the context of Christian values and expectations. The desire to build a strong community of outward focused individuals with strong inward character will permeate the program.

- 6.1. CCEP teachers, staff and students will develop meaningful relationships with each other.
- 6.1.1. Teachers will plan devotions for every class on a daily basis and student participation and interaction will be valued.
- 6.1.2. Teachers will be able and willing to counsel students who are in need of assistance.
- 6.1.3. Teachers will give extra academic help to students as needed.
- 6.1.4. Teachers will develop healthy mentoring relationships appropriate to the age of their students.
- 6.1.5. Students will grow in friendships with each other and will be challenged to develop strong interpersonal communication and positive conflict resolution skills.
- 6.2. Student success will be acknowledged and celebrated.
- 6.2.1. Procedures and policies for rewarding student achievement will recognize a diversity of abilities and gifts.
- 6.3. CCEP will provide a safe environment for all students.
- 6.3.1. Discipline policies will require teachers to impose consequences for inappropriate behavior that are fair, consistent and immediate.
- 6.3.2. Each teacher will develop a classroom discipline procedure that is consistent with school and district policy.

- 6.3.3. All students will be required to speak and behave in a manner that supports Christian expectations.
- 6.3.4. Students will be taught to respect and care for each other.
- 6.3.5. Teachers/Administration will consult with students in order to improve the school's atmosphere.
- 6.3.6. Teachers will periodically review student behavior expectations and discipline procedures with parents and students.
- 6.4. CCEP will partner in education with the home.
 - 6.4.1. CCEP will partner with parents in every phase of the student's development, especially as it relates to the school program.
 - 6.4.2. The program will assist parents in keeping up with the changing culture, its effect on the home and implications of this change on their children.
 - 6.4.3. CCEP will encourage families in Christian growth and help them develop faith-filled homes.
- 6.5. CCEP will partner with the neighbourhood community.
 - 6.5.1. CCEP will partner with the neighbourhood community to meet various practical needs.
 - 6.5.2. Students will be challenged to good citizenship in the community.
 - 6.5.3. CCEP will give students growth opportunities through community interactions.

7. Meadowlark Christian School Advisory Council

The Meadowlark Christian School (MCS) Advisory Council exists to foundationally support all operational aspects of the Community Christian Education Program. Meadowlark Christian School will strive to fulfil the mission and educational vision of CCEP by giving visionary leadership, providing business management expertise, promoting healthy community relations with all stakeholders, encouraging mutual respect, facilitating effective communication, and modeling enthusiastic cooperation.

- 7.1. MCS Advisory Council will promote the mission of the Community Christian Education Program.
 - 7.1.1. MCS Advisory Council will encourage parents and other community members to understand and support the mission and values of the Community Christian Education Program.
 - 7.1.2. Within the policy framework of EPS, MCS Advisory Council will support the overall direction of the Community Christian Education Program.
- 7.2. Open communication, integrity and community building will characterize MCS Advisory Council.
 - 7.2.1. MCS Advisory Council and its administration will build unity among parents by:
 - 7.2.1.1. Holding regular meetings to inform parents and solicit their feedback
 - 7.2.1.2. Distributing written communication to support the communication process
 - 7.2.1.3. Organizing community building events
 - 7.2.1.4. Encouraging the work of parent committees
- 7.3. The MCS Advisory Council will work together with the Superintendent of the School Board to safeguard the integrity of the mission of the Community Christian Education Program.
 - 7.3.1. Consistent with district policy regarding programming, curriculum and staffing, EPS will solicit input from the Advisory Council on issues pertaining to the alternative aspect of the program.
 - 7.3.2. The Advisory Council will develop a set of long and short term goals that express the broad intentions of the strategic direction.

- 7.3.3. The Advisory Council will provide advice in how to translate the mission of the school into clear and consistent guidelines for administration, staff, and volunteers.
- 7.3.4. The Advisory Council will monitor the school's success in achieving the mission statement.
- 7.3.5. The Advisory Council will provide a sound financial basis to maintain the school buildings and property, and the quality of the program in accordance with the mission.
- 7.3.6. The Advisory Council will actively participate in the selection process for the principal.
- 7.4. MCS Advisory Council will promote Christian education in the Edmonton area.
- 7.4.1. MCS Advisory Council will create and maintain an alumni association.
- 7.4.2. MCS Advisory Council will promote Christian education through local churches and advertising in local media.
- 7.4.3. MCS Advisory council will create opportunities for the public to experience Christian education through events like an annual open house.

Community Christian Education Program Doctrinal Statement

1. We believe in the divine inspiration of the Old and New Testament Scriptures.
2. We believe in the authority of the Word of God in all matters of faith and practice.
3. We believe in the Trinity (God the Father, God the Son, and God the Holy Spirit).
4. We believe in the deity, and personality of God the Father.
5. We believe in the deity and humanity of Jesus Christ, God the Son.
6. We believe in the incarnation of Christ, His virgin birth, His sinless life, His substitutionary death, His bodily resurrection, His ascension to heaven, and in His future return to this earth.
7. We believe in the deity, personality and power of God the Holy Spirit.
8. We believe that man was created by God in His own image.
9. We believe in the alienation of man from God by sin.
10. We believe in the atonement for sinners by the blood of Christ.
11. We believe in the redemption and salvation of sinners by grace alone, through personal faith in the finished work of Christ.
12. We believe in the importance of personal confession of sins to God.
13. We believe in the full and free forgiveness of sins through faith in Christ.
14. We believe in the necessity of a spiritual new birth.
15. We believe that the Holy Spirit lives in the believer and enables him to walk in purity of life and submission to the will of God.

THIS LEASE made this _____ day of _____, _____

BETWEEN:

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

AND

MEADOWLARK CHRISTIAN
SCHOOL
(the "Landlord")

WHEREAS the Landlord and the Tenant have entered into an agreement affixed hereto as Schedule "A" (the "Master Agreement") whereby the Tenant will commence programming for students in facilities owned by the Landlord;

AND WHEREAS the Master Agreement contemplates the parties entering into leases regarding premises owned by the Landlord;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

LEASE

ARTICLE I

LEASE, PREMISES, TERM, RENT, AND ADDITIONAL RENT

1.01 Lease and the Premises

The Landlord leases to the Tenant a portion of a building at 9825 – 158 Street, Edmonton, Alberta, containing 2,681.93 square metres more or less (herein called the "School") together with the school grounds area extending from the outer walls of the building, as designated on Schedule "B" attached (herein together called "the Premises").

1.02 Term and Early Termination

This Lease commences on the 1st day of September, 2004 and continues from year to year. This Lease will terminate upon mutual consent of the parties, or concurrent with termination of the Master Agreement or by operation of clause 8.04.

1.03 Rent

The Tenant will pay to the Landlord at such place as the Landlord designates, without deduction or setoff, annual rent based on the following:

- (i) \$65,000 for year one
- (ii) Thereafter, rent will be reviewed annually and established with reference to grants received by the Tenant from Alberta Learning and Alberta Infrastructure, and the rental may be adjusted positively or negatively by mutual agreement.

The annual rent shall be paid in equal monthly installments, commencing on the 1st day of September, 2004, and on the 1st day of each month thereafter. The Tenant shall pay interest on all arrears of rent and other sums payable under this Lease at the rate of six (6%) Per Cent per annum, computed from the date of default until payment is made.

1.04 Taxes

- (a) The Tenant acknowledges that the School may not be exempt from assessment. In the event that, because of the activities conducted by the Tenant in the School, realty taxes and assessments are levied, rated, charged, or assessed against the School, the Tenant shall pay all such levies, rates, charges, or assessments upon their due date and shall provide evidence of such payment satisfactory to the Landlord.
- (b) The Tenant shall pay to the Landlord, any tax, duty, levy, assessment, rate and charge imposed upon the Landlord which is computed having regard to or based in whole or in part directly or indirectly upon the rent, additional rent and all other costs payable by the Tenant hereunder, whether existing at the date hereof or hereinafter imposed by any governmental authority, including without limitation any tax, duty, levy, assessment, rate or charge in the nature of or similar to a value tax, business transfer tax, sales tax or goods and services tax. Such tax shall be payable in the same manner and at the same times as the monthly installments of the annual rent.

1.05 Utilities and Security Monitoring

The Landlord 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 Premises. The Landlord shall be responsible for all security alarm system monitoring costs, subject to the approval of the type of system by Tenant's Managing Director of Facilities. If the system is not approved, the Tenant shall provide security monitoring services and the Landlord shall pay the cost of installing the Tenant's security devices.

1.06 Custodial Services

The Tenant shall provide, at its cost, cleaning and custodial services to a standard consistent with similar school buildings, such custodial services to include snow removal and landscaping.

1.07 Business Tax Levies

The Tenant 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 Premises and will provide to the Landlord when requested receipts evidencing payment in full.

ARTICLE II

REPAIR

2.01 Repair by Landlord

- (a) The Landlord shall (subject to subparagraph 2.01[b]) throughout the term, 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 Tenant, acting reasonably, the whole of the Premises and every part thereof whether furnished or installed by the Landlord or Tenant, unless such repairs and replacements are due to any act, omission, neglect or default of the Tenant or those for whom the Tenant is in law responsible.
- (b) The Tenant's maintenance department shall be invited to bid on all tenders for repairs and replacements.
- (c) The Tenant shall give to the Landlord prompt notice of any accident, damage, or similar occurrence in the Premises.

2.02 Entry to Inspect

The Landlord 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 Premises;
- (ii) Make repairs or perform any other obligations which the Tenant is required to make pursuant to the terms of this Lease;
- (iii) Make any repairs which the Landlord, in its sole opinion, considers necessary or advisable, whether or not the obligation of the Tenant or the Landlord under this Lease.

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

2.03 Destruction of Premises

- (a) In the event of the Total Destruction of the Premises by any cause, then this Lease shall terminate from the date when such destruction occurs. The Tenant shall immediately surrender the Premises and all its interest therein to the Landlord and the Tenant shall pay rent only to the time of such destruction. "Total Destruction" shall mean such damage to the Premises whereby they are unfit for use by the Tenant for the Tenant'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 Premises by any cause, then if the destruction is such that the Premises cannot be used for the Tenant's activities until repaired, the rent shall abate until the repair has been made. If the Premises may be partially used for the Tenant's activities while the repairs are being made, then the rent shall abate in the portion that the part of the Premises rendered unusable bears to the whole of the Premises. "Partial Destruction" shall mean any damage to the Premises less than the Total Destruction, but which renders all or any part of the Premises temporarily unfit for the Tenant's activities.
- (c) A certificate of an architect appointed by the Landlord certifying that Total Destruction or Partial Destruction has occurred shall be binding and conclusive upon both the Landlord and Tenant.
- (d) In the event of Total or Partial Destruction of the Premises, the Landlord and the Tenant will endeavour to find suitable premises to continue the program offered by the Tenant.

ARTICLE III

LIMITATION ON LEASE

3.01 Definitions

- (a) “Exclusive Use Areas” means an area which is for the use of either the Tenant or the Landlord to the complete exclusion of the other party.
- (b) “Non-exclusive Use Areas” means an area which is not for the exclusive use of either the Tenant or the Landlord.

3.02 Notwithstanding the above demises, it is agreed by the Tenant that with the exception of the Exclusive Use Areas, the whole of the Leased Premises is a facility the use of which is shared with the Landlord. The lease of the Leased Premises is therefore subject to the following further limitations, which are necessary for the operation and control of a shared use facility by the Landlord, namely:

- (i) The portion of the Leased Premises known as the Landlord’s Business and Administration Office shall be an Exclusive Use Area of the Landlord at all times.
- (ii) The portion of the Leased Premises known as the classrooms, staff room, library and gymnasium shall be a Non-Exclusive Use Area for the sole use of the Tenant during the hours of school operation, but shall be a Non-Exclusive Use Area primarily for the use of the Landlord outside of these hours. However, the Tenant shall have the right to book the use of these outside of the hours of school operation, subject to the reasonable needs of the Landlord and subject to clause 3.03.
- (iii) The portion of the Leased Premises known as the school office shall be an Exclusive Use Area of the Tenant at all times.
- (iv) The portion of the Leased Premises not specifically referred to above which involve the foyer, hallways, corridors and washrooms shall be considered to be public Non-Exclusive Use Areas primarily for the use of the Tenant during the hours of school operation and primarily for the use of the Landlord outside of those hours.

3.03 The Landlord acknowledges and agrees that the Tenant is obliged to make its facilities available to the public pursuant to the Joint Use Agreement entered into among the City of Edmonton, Edmonton Public Schools and Edmonton Catholic Schools and that the Premises will be made available to the public in consultation with the Landlord and in accordance with the Joint Use Agreement.

3.04 The Landlord shall have the right, acting reasonably, to change the designation of or relocate any portion of the Leased Premises to another location in the Building, to Landlord’s Additions or to any other building upon the Lands, provided the enjoyment of the Leased Premises by the Tenant and the Tenant’s funding from Alberta Education is not substantially affected by such designation.

- 3.05 The Tenant agrees that if any portion of the Premises is not used by the Tenant, the Landlord may grant other parties a license to use such unused portions and there will be an abatement of rent under this Lease proportional to the money paid to the Landlord pursuant to any such license.

ARTICLE IV

USE OF PREMISES

4.01 Use

- (a) The Leased Premises are leased to the Tenant for use and occupation only as premises for the operation of a certain public school alternative program pursuant to the agreement between the Tenant and the Landlord. The Tenant agrees not to carry on nor permit to be carried on therein any activity which is illegal or which the Landlord may deem to be a nuisance or which would otherwise interfere with the operations of the Building as a school. Except for users as contemplated under clause 3.03, the Tenant shall not use or allow any other person to use or occupy the Leased Premises if such use or person is outside the scope of that alternative program. The Tenant may use the Leased Premises within its mandate to provide education and extra curricular activities for the alternative program students. The Tenant shall not use the Leased Premises for any other purpose. The Tenant, its employees, customers, or other invitees, in common with others shall have the use of all common areas adjoining to or required in order to obtain access to the Leased Premises, subject to the control and management of the Landlord.
- (b) The Tenant shall operate and conduct its school operations upon the whole of the Leased Premises in an up-to-date, first class and reputable manner befitting the character and purpose of the Building and shall act diligently and use all proper and reasonable efforts consistent with good practice.
- (c) The Tenant shall operate the public school alternative program from the Leased Premises on weekdays during and between 0700 hours and 1700 hours local time (hereinbefore and hereinafter referred to as “the hours of school operation”) and, subject to clauses 3.02 and 3.03 herein, on no other days and during no other hours unless permitted by the Landlord. However, the Tenant has unrestricted access to the Exclusive Use Areas on weekdays during and between 0700 hours and 2300 hours local time.
- (d) Outside the hours of school operation, the Landlord may rent to or allow any person to use any Non-Exclusive Areas.
- (e) During the hours of school operation, the Landlord may rent to or allow any person to use any Non-Exclusive Areas which are not primarily for the use of the Tenant.

- (f) Any monies received from the rental, license or other use of the premises as permitted in 4.01 (d) or (e) herein will be for the sole benefit of the Landlord and will not offset any amounts owing by the Tenant to the Landlord.
- (g) The Landlord will endeavour not to rent to or allow any person to use any Non-Exclusive Areas for a purpose which is incompatible with the Tenant's use as a school.
- (h) The Tenant will not commit or permit:
 - (i) Any waste upon or damage to the Premises;
 - (ii) A nuisance or other thing that might disturb or interfere with or annoy any person; or
 - (iii) Any act or practice which may damage the Premises;

and the Tenant shall not:

- (iv) Permit or allow any odours, vapours, steam, water, vibrations, noises, or other undesirable effects to emanate from the Premises or any equipment or installation therein which, in the Landlord's opinion, are objectionable or cause any interference with the safety, comfort, or convenience of the Landlord or any occupants of the Premises;
- (v) Permit the Premises to be used in any manner so as to constitute a hazard;

whether or not any of the foregoing nuisances or acts or conduct arises out of the Use of the Premises for a purpose permitted by this Lease. If the Tenant is in default of any of the foregoing, the Tenant shall forthwith take such steps as are necessary to cure any such default.

4.02 Compliance With Laws

The Tenant covenants that it shall, at its sole cost and expense, comply with and observe the requirements of all statutes, by-laws, laws, ordinances, regulations and orders at any time enforced during the term of this Lease which are applicable to the Tenant or the condition, maintenance, use, occupation, alterations, additions, changes, substitutions, repairs, or replacements of or to the Premises, and any equipment, machinery or other facilities in, on, or used in connection with the Premises or any part thereof including without limitation any regulation, order or requirement of the Canadian Fire Underwriters Association or any successor body having similar functions and of any liability or fire insurance company by which the Landlord or the Tenant may be insured at any time during the term, whether or not such a statute, by-law, ordinance, regulation, order, or requirement be of a kind now existing or within the contemplation of the Landlord or the Tenant.

4.03 Zoning

The Tenant represents and warrants that the Premises and their use complies with all the zoning requirements of any governmental authority having jurisdiction. The Tenant shall apply and be responsible for any permits or consents that may be required and if such permits or consent cannot be obtained then this Lease shall be null and void. Evidence of such permits or consents shall be made available to the Landlord when requested. The Landlord makes no representation or warranty that such permits or consents will be granted or available to the Tenant.

ARTICLE V

ASSIGNING AND SUBLETTING

5.01 Consent Required

The Tenant will not assign, mortgage, or transfer this Lease or the term or any portion thereof or let, sublet, grant a concession, or license or part with possession of all or any part of the Premises without the prior written consent of the Landlord.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

6.01 Tenant Insurance

The Tenant will take out and keep in force throughout the term:

- (a) All risks, direct damage insurance upon its fixtures and improvements; and
- (b) Comprehensive general liability insurance against claims for personal injury, death or property damage or loss arising out of all operations of the Tenant on or from the Premises, indemnifying and protecting the Landlord and the Tenant to a minimum of \$2,000,000 inclusive.

6.02 Landlord Insurance

The Landlord will take out and keep in force throughout the term all risks, direct damage and fire insurance on the School

6.03 Indemnification of Landlord

The Tenant covenants to indemnify the Landlord against and for all loss, costs, claims or demands in respect of any injury, loss or damage, excepting where the loss or damage is a result of the willful acts or the negligence of the Tenant, or by an employee, agent, customer, licensee or invitee of the Tenant.

6.04 Indemnification of Tenant

The Landlord covenants to indemnify the Tenant against and for all claims for wages or materials in connection with any repairs, maintenance, alterations or installations and additions that the Landlord shall make or cause to be made to the building or Lands. The Landlord also covenants to indemnify the Tenant against and for all claims resulting from any injury to persons, including death, occurring upon the Lands attributable in whole or in part to the actions of the Landlord, its employees or its servants, but only to the extent of the proceeds of insurance which the Landlord has received.

ARTICLE VII

ALTERATIONS AND SIGNS

7.01 Alterations and Changes by Tenant

The Tenant shall have the right to make, at its own expense, alterations to the Premises (excluding structural elements, mechanical, or electrical systems) as the Tenant may deem necessary for the requirements of its activities. No alterations involving an estimated cost exceeding \$1,000.00 shall be undertaken until detailed plans and specifications have been submitted and approved in writing by the Landlord. If approved, the alterations shall be conducted under the supervision of an architect or engineer, if requested by the Landlord acting reasonably.

7.02 Condition of Premises

The Tenant, having examined the Premises accepts the same in their present condition. The Tenant will conduct routine building inspections as it does for its other schools. The Landlord makes no representation and shall not be liable for any latent defects nor for any change of conditions affecting the premises.

7.03 Painting and Decorating

The Tenant will use drapery approved by the Landlord. The Tenant will not paint or decorate the interior of the Premises without the approval of the Landlord. Should the Tenant choose to paint or decorate, it shall be done at the sole cost of the Tenant.

7.04 Tenant's Signs

The Tenant will not place or permit any sign, awning, or advertising on property or school building without first obtaining the Landlord's consent.

7.05 Landlord's Alterations

The Landlord shall have the right to make repairs, replacements, changes or additions to the equipment, appliances, pipes, conduits, ducts or structures of any kind of the Leased Premises where necessary to serve adjoining premises or other parts of the Building but in so doing will not disturb or interfere with the Tenant's operation of the school more than is reasonably necessary in the circumstances and the Landlord will make good any damage to the Leased Premises so caused. The

Landlord may make alterations, changes, additions or extensions to any part or component of the Building not in or forming part of the Leased Premises in its unfettered discretion. In relation to all of the foregoing, the Landlord shall not be liable for any direct or consequential damage to any person or property including, without limitation, financial loss, for any work done or omitted to be done unless such loss or damage is caused by the willful act or, in the case of work done only, neglect of the Landlord.

7.06 Landlord's Additions

The Landlord shall have the unfettered right to make additions to the Building, or to construct other Buildings upon the Lands. These additions or other buildings will be considered to be Landlord's Additions and form part of the Leased Premises, where:

- (a) the Tenant has requested that the Landlord make such additions;
- (b) the Landlord considers such additions are reasonably necessary for the Tenant's operation of the school;
- (c) the Tenant has obtained the approvals required under and pursuant to the School Act (Alberta) for a Landlord's Addition; and
- (d) the Tenant has obtained funding for the additional rent relating to the Landlord's Addition from Alberta Infrastructure.

7.07 Building Contents

This Lease does not convey personal property or building fixtures to either party from the other. The Tenant acknowledges that all personal property and building fixtures in the School and the Premises as at August 31st 2004 belong to the Landlord and shall at all times remain the property of the Landlord. From September 1st 2004 the Tenant and the Landlord mutually agree to document as to ownership all personal property and removable fixtures brought by each into the School and the Premises and any replacements thereof. Upon termination of this Lease, the Landlord may purchase personal property and removable fixtures belonging to the Tenant at fair market value, as established by mutual agreement, or, failing mutual agreement, by an independent appraiser chosen by mutual agreement of the parties but paid by the Landlord

ARTICLE VIII

DEFAULT

8.01 Owner May Perform Covenants

If the Tenant shall fail to perform any of its covenants or obligations under this Lease the Landlord may, from time to time, at its discretion perform or cause to be performed the covenants or obligation of which the Tenant is in breach and for such purpose may make any payment or do such things as may be required.

8.02 Costs Payable By Tenant

All expenses, costs and expenditures incurred under clause 2.01 that are occasional by the act, omission, neglect or default of the Tenant shall forthwith on demand be paid by the Tenant as additional rent and may be recovered by all remedies available for recovery of rent in arrears and the Landlord shall not be liable for any loss or damage to the Tenant's property caused by reasonable and responsible acts of the Landlord.

8.03 Default

If and whenever:

- (a) the Annual Rent hereby reserved, or any part thereof, or any other sums which the Tenant is obliged to pay are not paid when due, and, subject to the Landlord's other rights, which the Landlord may in its discretion waive, such default shall continue after seven (7) clear days notice by the Landlord requiring the Tenant to rectify the same; or
- (b) without the written consent of the Landlord, the Leased Premises shall be used by any persons other than the Tenant or for any purpose other than that for which the premises were leased, or occupied by any persons whose occupancy is prohibited by this Lease; or
- (c) the Leased Premises shall be vacated or abandoned or remain unoccupied for fifteen (15) days or more while capable of being occupied, excepting the summer vacation period; or
- (d) if the Tenant shall not observe, perform and keep each and every of the covenants, agreements, provisions, stipulations and condition herein contained to be observed, performed and kept by the Tenant and shall persist in such failure after fifteen (15) clear days notice by the Landlord requiring that the Tenant remedy, correct, desist or comply, or in the case of any such breach which reasonably would require more than fifteen (15) clear days to rectify unless the Tenant shall commence rectification within the fifteen (15) clear days notice period and thereafter promptly and diligently and continuously proceed with the rectification of the breach;

then and in any of such cases, the Landlord may re-enter the Leased Premises at its sole option.

8.04 If the Annual Rent and Occupation Costs payable by the Tenant decreased as a result of lack of enrollment in the Tenant's school and the resulting lack of grant support from Alberta Learning, to a level which the Landlord, in its sole discretion, deems unacceptable, or if in any event, the Landlord otherwise has just cause for considering the Tenant to be in default based on the general law and the dealings between the Landlord and Tenant and gives the Tenant notice of such just cause, the Landlord shall have the right to elect to terminate this

Lease. This termination shall be effective as of the thirtieth (30th) day of June of that school year.

8.05 Termination

(a) If and whenever the Landlord becomes entitled to or does re-enter the Leased Premises, the Landlord, in addition to all other rights and remedies, shall have the right to terminate this Lease forthwith by leaving upon the Leased Premises notice in writing of such termination, and in such event, the Tenant shall forthwith vacate and surrender the Leased Premises.

(b) Either party may terminate this Agreement on 300 day's notice provided that such notice is effective on July 31 of the school year.

8.06 Payments, Expenses and Damages

If the Landlord shall re-enter the Leased Premises or if this Lease shall be terminated or if the Tenant shall be in default of any provision of this Lease, the Tenant shall pay to the Landlord on demand:

- (a) Annual Rent and Occupancy Costs up to the time of re-entry or termination whichever shall be the later;
- (b) all other amounts then payable hereunder;
- (c) such expenses as the Landlord may incur or have incurred in connection with re-entering or termination and re-letting, or collecting sums due and payable by the Tenant or realizing upon assets seized including brokerage, legal fees (on a solicitor and his own client basis) and disbursements, and the expense of keeping the Leased Premises in good order, repairing the same or preparing them for re-letting.

8.07 Remedies Cumulative

The Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or the general law.

ARTICLE IX

DISPUTES

9.01 Dispute Resolution

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.

ARTICLE X

LANDLORD'S COVENANT

10.01 Quiet Possession

Subject to the provisions of this Lease the Landlord covenants with the Tenant for quiet enjoyment.

ARTICLE XI

EXPROPRIATION

11.01 Cancellation

- (a) If all or part of the Premises is expropriated the Landlord may cancel this Lease.
- (b) Cancellation by the Landlord shall be upon 30 days' notice in writing.
- (c) Upon notice being given by the Landlord this Lease is cancelled from the date the expropriating authority takes possession. The Tenant shall then surrender all interest in the Premises to the Landlord and pay rent to the date of surrender. The Tenant shall have no claim against the Landlord for the value of the unexpired term of this Lease. If an award of compensation is made to the Landlord and specifically includes an award for the Tenant, the Landlord shall account to the Tenant for such an award.

ARTICE XII

MISCELLANEOUS

12.01 Notices

Any notice to be given pursuant to this Lease shall be in writing and shall be sufficiently given if delivered in person to the Landlord or the Tenant, or mailed by registered mail addressed:

- (i) if to the Tenant as follows:
 - Superintendent of Schools
 - Edmonton Public Schools
 - Centre for Education
 - One Kingsway
 - Edmonton, Alberta
 - T5H 4G9

- (ii) if to the Landlord as follows:
Chairperson
Meadowlark Christian School
9825 - 158 Street
Edmonton, Alberta
T5P 2X4

A notice mailed as aforesaid will be considered to have been given to the party to which it is addressed on the third business day following the date of mailing. Either party may give notice of change of address by notice in writing to the other. In the event of a disruption or threatened disruption in the Canadian postal system or its operation in Edmonton, all notices shall be delivered and shall not be mailed.

12.02 Amendments

This Lease can be changed only by a document signed by the Landlord and Tenant.

12.03 Registration

The Tenant will not register this Lease. The Tenant may file a Caveat provided that the Caveat only described the parties, the Premises and the term.

12.04 Successors and Assigns

This Lease binds and benefits the parties and their respective heirs, executives, administrators, successors and assigns.

12.05 Acceptance

The Tenant hereby accepts this Lease of the Premises to be held by it as a Tenant, subject to the conditions, restrictions and covenants contained therein.

THE PARTIES HERETO have executed these presents at the City of Edmonton, in the Province of Alberta, this ____ day of _____, 2004.

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

Per: _____
Signature Name and Position Title (printed)

Per: _____
Signature Name and Position Title (printed)

THE MEADOWLARK CHRISTIAN SCHOOL

Per: _____
Signature Name and Position Title (printed)

Per: _____
Signature Name and Position Title (printed)

MONITORING FRAMEWORK

Achievement (District)

- Highest level of achievement tests in reading and writing (HLATs)
- Mathematics achievement tests
- Provincial achievement tests in language arts, mathematics, social studies and science
- IEPs for special needs students
- Teacher awarded marks

Satisfaction (District)

- District satisfaction surveys for students, staff and parents/community
- Provincial satisfaction surveys

Alternative Aspect (District and Company)

- Participation of MCS executive in staff selection
- Semi-annual walkthroughs (recommend a framework indicating what to look for and what will be accepted as evidence)
- 3 or 4 additional questions specific to alternative added to district surveys
- company survey

Meadowlark Christian School Alternative Program
Proposed Fee for 2004 - 2005

Fees	Draft	Current	Change
Kindergarten	\$ 475	\$ 475	0%
One Student	\$ 1,380	\$ 2,892	48%
Two Students	\$ 2,072	\$ 4,344	48%
Three or more	\$ 2,416	\$ 5,064	48%

Fee Breakdown

Alternative Program (supplies, materials, professional development and technology)	28 %
Fee Assistance	7 %
Building Maintenance	32 %
Building Capital	18 %
Capital Reserve	10 %
Transition Costs*	5 %
Total	100 %

* For one to two year period only.