

MASTER AGREEMENT MADE THE 26th DAY OF AUGUST, 2009.
Amended this 1st day of July, 2015.

BETWEEN

**THE BOARD OF TRUSTEES OF
BATTLE RIVER REGIONAL DIVISION #31
(the "Board")**

and

**CORNERSTONE CHRISTIAN ACADEMY OF CAMROSE
(THE "SOCIETY")**

Whereas:

The Society operated a faith based Christian school called Cornerstone Christian Academy of Camrose at the hamlet of Kingman in the Province of Alberta for kindergarten to grade 12 students;

The Society requested that the Board establish and maintain an alternative program based on Christian values for kindergarten to grade 12 in accordance with school board policy and the *School Act* to be known as Cornerstone Christian Academy Program (hereinafter referred to as the "CCA Program");

The Society ceased to operate Cornerstone Christian Academy of Camrose at the end of the 2008-2009 school year and the Board assumed operations of the CCA Program on August 26, 2009;

The Society acts in a consultative capacity to the Board as described in Appendix III of Schedule "A" hereto, respecting the alternative program to be provided as contemplated by this Agreement;

The Society recognizes and supports the commitment of the Board to provide a system of public education that offers a wide range of educational opportunities for all students with the involvement of parents and the community;

The Board recognizes and supports the commitment of the Society in ensuring the availability of a program of studies for students whose parents desire an educational setting which operates in accordance with the religious beliefs, core values, and educational philosophy of Cornerstone Christian Academy of Camrose and the Society;

The educational tenets of the CCA Program are described and defined in Schedule "A" (hereinafter referred to as "School Vision and Purpose") hereto and form a part of this Agreement and are the basis upon which the alternative

program is offered to the public (Schedule "A" is comprised of the following: School Vision and Purpose, Appendix I Statement of Belief, Appendix II Student Covenant, Appendix III Cornerstone Christian School Advisory Council);

NOW THEREFORE in consideration of the premises and of the mutual covenants and conditions herein contained and for other good and valuable consideration (the receipt and sufficiency of which the parties hereto mutually acknowledge) the parties hereto covenant and agree as follows:

Alternative Program

1. Creation

- 1.1 In accordance with and subject to the terms of this Agreement, the Board shall maintain a kindergarten to grade 12 alternative program of studies, pursuant to Section 21 of the *School Act*, R.S.A. 2000 c. S-3. The Board will provide a program of studies in an educational setting which operates in accordance with the School Vision and Purpose. The program will be under the governance of the Board. All Board Policies and Administrative Procedures will apply to the CCA Program.
 - 1.1.1 The Principal of the CCA Program will work with the school council and the Board to implement and maintain the School Vision and Purpose.
 - 1.1.2 The Society hereby grants to the Board and the Board accepts the right, privilege and nonexclusive license to use the name Cornerstone Christian Academy Program in connection with the operation or promotion of the CCA Program and for no other purposes. The Society represents and warrants that it owns the rights to the name Cornerstone Christian Academy of Camrose.
- 1.2 Enrolment to the CCA Program will be consistent with Board Policies and legal obligations and will be accessible to all resident students, if in the opinion of the Board there are sufficient resources and facilities available to accommodate the student, and to the extent permitted by law subject to sections 1.3 and 1.4 of this Agreement.
- 1.3 While it is not an enrolment requirement that students or their families be of a specific faith background, parents who seek enrolment for their child will be requested to sign an agreement indicating their support for the School vision and Purpose of the CCA Program.
- 1.4 Subject to the *School Act*, non-resident students of the Board are welcome in the CCA program if in the opinion of the Board asked to enroll the student, there are sufficient resources and facilities available to accommodate the student.

2. Disclosure of Liabilities and Indemnity

- 2.1 The Society covenants, represents and warrants as follows and acknowledges that the Board is relying upon such covenants, representations and warranties in connection with the making of this Agreement:
- 2.1.1 There are no actions, suits or proceedings pending or threatened against or affecting the Society at law or in equity, or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign which action, suit or proceeding involves the possibility of any judgment against or liability of the Society; the Society is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;
 - 2.1.2 The Society has been duly incorporated and organized and is validly subsisting in all respects and in good standing under the laws of the Province of Alberta;
 - 2.1.3 All necessary corporate action and proceedings have been taken by the Society to allow it to enter into this Agreement and the Lease Agreement;
 - 2.1.4 The execution and delivery of this Agreement by the Society and the performance of its obligations thereunder do not conflict with or constitute a breach of the constating documents, by-laws or resolutions of the Society or the provisions of any applicable law, statute, rule or regulation in the Province of Alberta or of Canada that governs the Society's activities;
 - 2.1.5 No approval, authorization, consent, permit or other action by, or filing with, any governmental body or authority of any regulatory agency, body or tribunal having its jurisdiction is required in connection with the execution and delivery by the Society of the Agreement and the performance of its obligations thereunder.
- 2.2 The Society shall indemnify the Board for the full amount paid or payable by the Board in respect of any claims, actions, proceedings, damages and costs (including solicitor's fees on a solicitor-client basis) which may arise or be incurred by the Board as a consequence or in relation to the suspension, termination or severance from employment of any Society staff members arising from matters, incidents or behaviours which occurred within the Cornerstone Christian Academy of Camrose or as a result of student/teacher/staff relationships which occurred prior to August 26, 2009.
- 2.3 In addition to the foregoing, the Society shall indemnify the Board for the full amount paid or payable by the Board in respect of any claims, actions,

proceedings, damages and costs (including solicitor's fees on a solicitor-client basis) which may arise or be incurred by the Board as a consequence or in relation to any misrepresentation or any failure to complete actions required of the Society respecting the covenants, representations and warranties contained in article 3.1.

3. Employment of CCA Program Staff

3.1 The Board shall staff the CCA Program in accordance with established Board staffing allocations, subject to the terms of any applicable collective agreements and Board policy, practice and procedures.

3.2 All current and future certificated staff of the CCA Program shall support the School Vision and Purpose and demonstrate a continuing commitment to implement and carry out the goals and strategies of the School Vision and Purpose. Each certificated staff member shall be required to provide a written commitment to the School Vision and Purpose and demonstrate a continuing commitment to implement and carry out the vision and mission of the CCA Program.

3.3 When required, the appointment of the CCA Program administrators shall be carried out in a manner consistent with Board policy, practice and procedures. The interview team shall consult with those individuals designated by the Society to obtain input into the selection process by assisting with the profiling of overarching knowledge, skills and attitudes required for the position. Consistent with BRSD policy, administrative procedures, and practices, the BRSD interview team will not include society representation. The Board agrees that it will hire a principal committed to the School Vision and Purpose outlined in Schedule "A" hereto.

4. Employment of Support Staff

4.1 The Board shall provide support staff at the CCA Program in accordance with established Board practice and procedures. Support staff includes all non-certificated staff members such as librarian, school administrative assistant and educational assistants.

5. School Council

5.1 A school council for the CCA Program shall be established in accordance with board policy, practice and procedures and section 22 of the *School Act* and related regulations.

6. Program Quality

- 6.1 The important and legitimate consultative role of the Society, as outlined in Schedule A, Appendix III, in helping ensure that the integrity and intent of the School Vision and Purpose is maintained is recognized and supported by the Board. The Board agrees to consult with the individuals appointed by the Society from time to time to ensure the relevance of the religious content and curriculum provided by through the CCA Program and to ensure that it meets with Alberta Education curriculum.
- 6.2 The Board will not attempt to change the essential nature of the CCA program, as set out in the agreed upon School Vision and Purpose as outlined in Schedule A. If a change involves material alteration to the fundamental principles of the CCA program, such changes require the mutual consent of both parties unless such change is required by law.
- 6.3 The Society shall inform the Board in writing, prior to the effective date and thereafter as required from time to time, as to the identity of the Society's representatives, including relevant contact information and area of responsibility, for any purposes as contemplated herein and for the ongoing administration of this Agreement.
- 7. Funding**
- 7.1 Funds received from Alberta Education will be allocated for the CCA Program as determined by the Board which will be on the same basis as for other schools and programs.
- 7.2 The Board shall collect such fees as may be collected of students or their parents as permitted in accordance with the *School Act* or board policy, practice and procedures to operate the CCA Program.
- 7.3 Funding received from Alberta Education for transportation grants less applicable administration fee (4%) shall be forwarded to Cornerstone Christian Society of Camrose.
- 8. Buildings**
- 8.1 The Society will continue to own the land, buildings and personal property that it owned at the date of the contract. The Board will lease the building for an agreed upon amount. Details of this Agreement will be specified in a lease agreement, which shall be effective for the same time period as this Agreement.
- 9. Transportation**
- 9.1 Transportation of students attending the CCA Program shall be in accordance with statutory obligations and board policy, practice and procedures.

9.2 The Board will provide the use of a bus for extra-curricular and co-curricular activities on a cost recovery basis consistent with current practices for other Board schools and programs.

10. Technology

10.1 Selection, purchase, installation, maintaining, upgrading and servicing of administrative and instructional technological equipment shall be the exclusive and sole responsibility of the Board using the same procedures and practices that are consistent with other Board operated schools. These procedures include the School administrators working with the Board's Technology Department to determine the school's needs.

11. Term, Amendment, Termination, Assignment

11.1 This Agreement shall be effective from July 1, 2015 until June 30, 2020 unless amended, terminated or extended in accordance with this article.

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

11.2.1 A waiver of any breach of this Agreement shall not be binding upon either party unless the waiver is in writing and signed by both parties. The waiver shall not affect either party's rights with respect to any future breach.

11.2.2 This Agreement may be terminated at any time by mutual consent. If there is not mutual consent, the party wishing to terminate shall provide 365 days' written notice, provided that such notice is effective on June 30 of the following school year. Both parties agree that decisions and actions surrounding termination will be based on what is in the best interests of students and will be carried out with a focus on student well-being. Both parties will do their best not to terminate the Agreement in mid school year.

11.2.3 The Board may terminate this Agreement without notice if the Society becomes insolvent, is assigned into or petitioned into bankruptcy, voluntarily declares bankruptcy or is struck from the corporate register or otherwise fails to exist as a corporate entity.

11.2.4 Each party shall advise the other of its intention to extend this Agreement beyond the initial term on or before May 1, 2020.

12. Assignment

- 12.1 This Agreement may not be assigned by the Society without the prior written consent of the Board.
- 12.2 This Agreement may not be assigned by the Board without the prior written consent of the Society.

13. General

- 13.1 Any notices to be given hereunder shall be in writing to the other party and shall be delivered personally or by pre-paid registered mail in any case shall be deemed to be given only when received. The addresses shall be:

For the Board:

c/o Superintendent of Schools
Battle River Regional Division No. 31
5402-48A Avenue,
Camrose, AB T4V 0L3

For the Society:

c/o Board Chair
Cornerstone Christian Academy of Camrose
PO Box 99 Kingman, AB T0B 2M0

- 13.2 There are no representations, warranties, agreements or understandings between the two parties hereto other than as expressly contained herein and in the schedules attached hereto, and this Agreement contains all the terms and conditions agreed upon by the parties hereto.
- 13.3 Time shall be of the essence in this Agreement.
- 13.4 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 have exclusive jurisdiction with respect to all matters relating to or arising out of this Agreement.
- 13.5 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

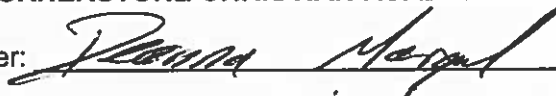
IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first above written.

THE BOARD OF TRUSTEES OF BATTLE RIVER REGIONAL DIVISION NO. 31

Per: 

Per: 

CORNERSTONE CHRISTIAN ACADEMY OF CAMROSE

Per: 

Per: 