

# MASTER AGREEMENT

This amended Agreement made as of June 9, 2015

BETWEEN:

THE BOARD OF TRUSTEES OF

## PALLISER REGIONAL DIVISION NO. 26

(The "Board")

of the First Part

and

## MENNONITE EDUCATIONAL SOCIETY OF CALGARY

(the "Society")

of the Second Part

(collectively "the parties")

**WHEREAS** the Society has accepted responsibility to operate a Christian School with an Anabaptist/Mennonite faith tradition wherein the school emphasizes a love for God and neighbor.

**WHEREAS** Menno Simons Christian School (MSCS) is a school with a history as an independent school, which from its beginning has not viewed itself as adversarial to the public system. Rather it was created to enable teachers to intentionally incorporate Christian spirituality into the curriculum. MSCS embraces an "Education For Life" approach, meaning that it desires its students to be prepared for life academically, socially and spiritually.

**AND WHEREAS** 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;

**AND WHEREAS** the Society has requested that the Board establish and maintain an alternative program based

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on Christian values and worldview in accordance with Board policy and the *School Act*, hereinafter referred to as "MSCS Alternative Program";

**AND WHEREAS** 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 mission, educational philosophy, beliefs, core values, vision, theological commitments and ethical standards of the Society, as set out in:

- Schedule "A" (Mission Statement);
- Schedule "B" (Educational Philosophy);
- Schedule "C" (Statement of Faith);
- Schedule "D" (Admissions Policy);
- Schedule "E" (Partnership Commitment);
- Schedule "F" (F-1 Educational Staff Commitment, F-2 Non-Educational Staff Commitment);
- Schedule "G" (Confession of Faith);

Which are attached hereto and form part of this Agreement.

**AND WHEREAS** the Philosophy of Christian Education is the basis upon which the MSCS Alternative Program shall be offered to the public.

**AND WHEREAS** this Agreement seeks to outline the parameters of the relationship between the parties. Having said that, we realize that all of the situations we will face in this relationship cannot be fully predicted or planned for. For this reason we enter this agreement in a spirit of trust and a desire for this relationship to be mutually beneficial. Both parties will endeavor to work together with integrity.

**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 acknowledge, the parties hereto covenant and agree as follows:

## **1. Definitions**

- 1.1. "Anabaptist/Mennonite": MSCS Alternative Program is a Christian school that embraces the Anabaptist/Mennonite perspective of the Christian faith, meaning that we live out of a tradition that traces its beginnings to the Reformers of the 16th Century. Menno Simons, a former priest, became a leading figure in this tradition. The Anabaptists emphasized the need to accept God's gift of faith and then in doing so, they made an effort to imitate Christ as they embarked on the path of discipleship. This imitation would then affect all areas of life, including engaging in acts of service, embracing community, striving for justice and living peaceably with all.
- 1.2. "Christian Education": MSCS Alternative Program is a Christian school that embraces an evangelical Christian faith, from the Anabaptist Mennonite perspective, as summarized in the Apostles' Creed. By this we mean that the philosophical base, upon which MSCS Alternative Program has been

established, is that God's Word, as found in the Bible, is the source of Truth. Accordingly, all areas of curriculum in MSCS Alternative Program are developed from this premise with instruction and guidance from a Christian perspective.

- 1.3. "Philosophy of Christian Education": MSCS Alternative Program believes that it has a responsibility to develop and activate the creative abilities of faculty and students who have been created in the image of God, the Creator.
- 1.4. "MSCS Alternative Program" is an alternative program within the meaning of Section 21 of the *School Act*.
- 1.5. "School Council" means a school council established pursuant to Section 22 of the *School Act*.
- 1.6. "Principal" means the lead administrator of the MSCS Alternative Program, hired by the Board with the mutual consent of the Society.
- 1.7. "Parent" means the parent or legal guardian of a student registered in the MSCS Alternative Program as defined in the *School Act*.
- 1.8. "MSCS employee" means an individual employed by either party to provide services directly or indirectly to the MSCS Alternative Program, including the Principal, administrators, teachers, teaching assistants and non-teaching staff.
- 1.9. "Building/Premises" means the buildings and land located at 7000 Elkton Drive SW in Calgary, Alberta.
- 1.10. "Society Executive" shall mean the Board of Directors of the Society duly elected in accordance with the bylaws of the Society.
- 1.11. "*School Act*" means the *School Act*, R.S.A. 2000, c. S-3, as amended, and any regulations thereunder.

## **2. MSCS Alternative Program**

- 2.1. In accordance with section 21 of the *School Act* and the alternative programs administrative procedure of the Board, and subject to the terms of this Agreement, the Board shall establish an ECS to Grade Nine program of studies at Calgary, Alberta, with the support of the Society and such program shall be called the MSCS Alternative Program.
- 2.2. To the extent permitted by law and Board policy, the Board commits to providing a program of studies to students whose parents desire an educational setting that operates in accordance with the principles outlined in the attached Schedules.
- 2.3. Except in the areas of transportation/busing, Christian Education, Building/Premises, or as otherwise provided in this Agreement, the MSCS Alternative Program will be under the governance of the Board.
- 2.4. The Board, in conjunction with the Society, will offer the Christian Education component of the MSCS Alternative Program as outlined in this Agreement.
- 2.5. The consultative role of the Society in ensuring that the Philosophy of Christian Education of the MSCS Alternative Program is adhered to, as outlined in the attached Schedules, is recognized and supported by the Board as an important and legitimate role.
- 2.6. The Principal of MSCS Alternative Program will work with the Society, the School Council, and the Board to implement and uphold Schedules A through G, as they appear in this document.
- 2.7. Role of the Society - The Board acknowledges the important role of the Society in helping ensure that the integrity and intent of the MSCS Alternative Program is maintained. The Society executive will exercise leadership in the following ways:

- 2.7.1. Provide input to the Principal into the school's policies in harmony with the *School Act* and Alberta Education's policies, the Board's Administrative Procedures, and in accordance with the Society's policies as attached and approved by the Society, or when necessary the Society membership.
- 2.7.2. Advance the cause of Christian education in the community and promote it in general through association with Society members, parents, school staff, Board, Palliser staff, and organizations such as the Canadian Association of Mennonite Schools, Mennonite Church Canada, and supporting local Mennonite churches.
- 2.7.3. Develop a process for monitoring the implementation of the Statement of Faith and Educational Philosophy of MSCS Alternative Program and provide recommendations to the Principal, Board and the Society members.
- 2.7.4. Provide assistance to the Principal on implementing the MSCS Alternative Program.
- 2.7.5. Develop strategies to ensure regular communication among staff, parents, Board, Palliser Staff and other Society members in order to foster a sense of unity.
- 2.7.6. Devise ways and means for obtaining the Society funds necessary for the operation of the MSCS Alternative Program (including Building/Premises and Christian Education) and determine how these funds shall be distributed.
- 2.7.7. Hold bonds, securities and monies, land, and other assets (building(s)) or borrow monies with or without securities and raise monies for carrying out the objectives of the Society. The Society executive shall have the power to invest the monetary assets of the Society in the same manner and in the same securities as licensed insurers are granted under federal and provincial (Alberta) law. .
- 2.7.8. Appoint out of its own number, with or without the addition of Society members, such Committees as it deems advisable for the performance of its duties. The appointment of standing committees shall be made annually by the Chair of the Executive.
- 2.7.9. Review the operation and success of the MSCS Alternative Program on an ongoing basis or as needed.
- 2.7.10. In general, exercise all such powers and do all such acts and things as are requisite to promote the purposes of the Society.

### **3. Admissions**

- 3.1. The MSCS Alternative Program will be accessible to all students subject to the Admissions Policy outlined in Schedule "D".
- 3.2. The MSCS Alternative Program will be able to limit enrolment based on the facilities (including Building/Premises) and financial and staffing resources available.
- 3.3. Families enrolling must be in agreement with the Admissions Policy, Statement of Faith, Partnership Commitment, and Educational Philosophy outlined in the Schedules.

### **4. Employment of MSCS Alternative Program Staff**

- 4.1. Committed Christian principals, teachers, educational assistants and non-teaching administrative staff who are in agreement with the philosophical and theological underpinnings of the Society's shared beliefs are essential to the MSCS Alternative Program. Their religious beliefs and moral convictions must be consistent with those set out in the attached Schedules and in accordance with the Confession of Faith in a Mennonite Perspective - Mennonite Church Canada.

- 4.2. All principals, teachers, educational assistants and non-educational administrative staff employed by the Board to work in the MSCS Alternative Program must be mutually acceptable to both the Board and the Society. In hiring a Principal, the hiring committee will consist of at least two representatives from the Society, and one or more representatives from the Board. In hiring a teacher, support or contract staff, the Principal will work together with the Associate Superintendent Human Resources for the Board, with the addition of a Society member if deemed appropriate by the Society and the Board. MSCS Alternative Program has the ability to advertise in its faith community and local media in addition to regular channels of advertising the Board has in place.
- 4.3. If during their term of employment in the MSCS Alternative Program a Principal, teacher, educational assistant or non-educational administrative staff member fails to conduct themselves in accordance with principles set out in the attached Schedules, in the opinion of the Superintendent of Schools for the Board and the Society, the Board will cooperate with the Society and attempt to transfer that person out of the MSCS Alternative Program or otherwise handle that person's assignment and/or appointment as permitted by law and any applicable collective agreements.
- 4.4. The Board shall staff the MSCS Alternative Program in accordance with Board practice relating to student/teacher staffing needs, in consultation with the Principal.
- 4.5. In consultation with the Board, the Society has the prerogative to add additional staff members and other employees as deemed necessary or desirable by the Society, with Society funds.
- 4.6. All current and future staff hired for the MSCS Alternative Program shall provide a written commitment to the Society confirming their support of the principles in the attached Schedules in a format determined by the Society (see Schedule "F"). This signed commitment is a prerequisite for employment in the MSCS Alternative Program.
- 4.7. All staff shall demonstrate a continuing commitment to implement and uphold the Philosophy of Christian Education of the MSCS Alternative Program, and the Board may include in the contracts of employment of such persons such statements as it, in its discretion, considers desirable in that regard.
- 4.8. The Board and the Society will cooperate in identifying potential candidates for future Principals, teachers, educational assistants or administrative staff. If the Society becomes aware of prospective Principals, teachers, educational assistants or administrative staff, the Society will notify the Board of those individuals. Those individuals will then become part of the pool of prospective employees to be considered by the Board and the Society for employment in the MSCS Alternative Program.
- 4.9. Notwithstanding any other provision of this Agreement, the terms and conditions of employment of all personnel shall be subject to the terms of any applicable collective agreements.
- 4.10. In the event that any claim is made against the Board under any collective agreement or law of Alberta alleging discriminatory or unequal treatment of any person as a result of the Board acting in accordance with this Agreement, the Society does hereby fully indemnify the Board on a full indemnity basis for any costs incurred by the Board arising from such claims, including without limiting this provision all damages, fines, penalties and legal costs of every kind. This provision shall not apply to actions undertaken unilaterally by the Board, or which are not undertaken at the request of the Society. The Society will at all times maintain adequate insurance to fund the indemnification undertaken in this provision and will provide evidence of such insurance upon request.

4.11. Staff members at the MSCS Alternative Program will have access to Christian professional development, and professional association with the Canadian Association of Mennonite Schools and Mennonite Church Canada, supported by Society funds.

## **5. Indemnity**

- 5.1. Except for item 4.10, and except in the event of negligence by the Society, its agents, contractors, assigns and related parties, the Board shall be liable to protect, indemnify, hold harmless and defend the Society, its agents, contractors, assigns and related parties from and against all losses, claims, expenses or costs, arising from the Board's responsibilities and accountabilities outlined in this Agreement, including but not limited to: educational activities and programs other than Christian Education programs, the Board's Administrative Procedures, funding allocations, and acts or omissions of any staff hired by the Board including but not limited to the Principal, teachers, educational assistants and non-educational staff.
- 5.2 Except in the event of negligence by the Board, its agents, contractors, assigns and related parties, the Society shall be liable to protect, indemnify, hold harmless and defend the Board, its agents, contractors, assigns and related parties from and against all losses, claims, expenses or costs arising from the Society's responsibilities and accountabilities outlined in this Agreement, including but not limited to: Christian Education programs, capital expenditures, facilities including Building/Premises, student transportation/busing, and acts or omissions of any staff hired and paid by the Society.
- 5.3 The Board and the Society will at all times maintain adequate insurance to fund the indemnification undertaken in this provision and will provide evidence of such insurance upon request.

## **6. School Council**

- 6.1. As required by the *School Act* and related regulations, the MSCS Alternative Program shall establish and maintain a school council.

## **7. MSCS Alternative Program Quality**

- 7.1. The Society shall determine the religious content of the MSCS Alternative Program.
- 7.2. The Society and the Principal of the MSCS Alternative Program shall advise the Board respecting the religious content of the MSCS Alternative Program and how it will be integrated into the Alberta curriculum as outlined by Alberta Education, and the school life.
- 7.3. The Board will not attempt to change the essential nature of the MSCS Alternative Program as set out in the agreed Statement of Faith and Educational Philosophy of MSCS. If change is desired, it must be initiated by the Society. If the change involves material alterations to the fundamental principles of the MSCS Alternative Program, such changes require mutual consent of both parties.

## **8. Funding**

- 8.1. Funds received from Alberta Education will be allocated to the MSCS Alternative Program on the same basis as for other Palliser Regional Division No. 26 schools and programs.
- 8.2. The Board shall collect such fees as may be collected of students in accordance with the *School Act* or the Board's practice and policy.

8.3. The Society may determine, collect and administer fees to cover the costs associated with capital expenses, facilities, Christian Education programs, and other needs for the school not funded by or through the Board, but the Board shall have no responsibility, in any sense, for the collection or payment of such fees and all matters related thereto shall be considered to be matters exclusively between the Society and its members.

## **9. Transportation**

9.1. Transportation to the MSCS Alternative Program is the sole responsibility of the parents. This does not preclude future busing options, which would be the responsibility of the Society.

## **10. Building and Personal Property**

10.1. The Society will continue to own all assets and personal property that it owned at the date this Agreement takes effect. The Society will provide land and buildings for the MSCS Alternative Program and the Board will lease a portion of the buildings as funds are provided through Alberta Education. Details of this arrangement will be specified in a Lease Agreement. Lease monies for Alternative programs are the responsibility of Alberta Education. Whenever Alberta Education provides lease monies to the Board for MSCS Alternative Program, the Board will advance 95% of these monies to the Society.

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

11.1. This amended Agreement shall be effective from \_\_\_\_\_ and will remain in effect from year to year unless terminated in accordance with this Article.

11.2. 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.

11.3. Either party may terminate this Agreement upon providing at least eighteen (18) months written notice, provided that such notice is given by January 1 and to be effective eighteen (18) months following.

11.4. Upon termination of this Agreement, the Board will allow the Society to retain on-site personal property owned at the date this Agreement took effect (see Article 10.1) or that was acquired through the operation of the MSCS Alternative Program. This section would not apply to any leased equipment, which would be the responsibility of the Board.

11.5. Upon termination of this Agreement, the Board will endeavor to provide its best reasonable efforts in assisting the Society to return the MSCS Alternative Program to private or other school status. This may include the following actions:

11.5.1. Facilitate the unimpeded and timely transfer of current school staff from employment with the Board to employment with the Society or other school board.

11.5.2. Facilitate the unimpeded and timely transfer of data, records, and any such items of information that the Society would reasonably require to continue the school's operation.

11.6. Upon termination of this Agreement, the Society will endeavor to provide its best reasonable efforts in assisting the Board to end the operation of the MSCS Alternative Program. This may include the following actions:

11.6.1. Facilitate the unimpeded and timely transfer of current school staff to another school elsewhere within the Board's jurisdiction or within another local public school board, if employment with the Society is neither offered nor desired.

- 11.6.2. Facilitate the unimpeded and timely transfer of current school students to another school elsewhere within the Board's jurisdiction or within another local public school board, if attendance at the MSCS Alternative Program is neither offered nor desired.

## **12. Disclosure of Liabilities and Indemnity**

12.1. 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:

- 12.1.1. 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;
- 12.1.2. 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;
- 12.1.3. All necessary corporate action and proceedings have been taken by the Society to allow it to enter into this Agreement;
- 12.1.4. The execution and delivery of this Agreement by the Society and the performance of its obligations in this Agreement 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; and
- 12.1.5. No approval, authorization, consent, permit or other action by, or filing with, any governmental body or authority or 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 in this Agreement.

## **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 prepaid registered mail 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:

Board of Trustees  
Palliser Regional Division No. 26  
Suite 101, 3305 - 18 Avenue North  
Lethbridge, AB T1H 5S1

Society Executive Chair  
Mennonite Educational Society of Calgary  
7000 Elkton Drive, S.W.  
Calgary, AB T3H 4Y7



#### **14. Entire Agreement**

14.1. There are no representations, warranties, agreements or understandings between the parties hereto other than those expressly contained herein and the Schedules attached hereto, and this Agreement contains all the terms and conditions agreed on by the parties hereto.

#### **15. Waiver**

15.1. 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.

#### **16. Governing Law**

16.1. 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 have exclusive jurisdiction with respect to all matters relating to or arising out of this Agreement.

#### **17. Modification**

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

#### **18. Assignment**

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

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

#### **19. Enurement**

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

#### **20. Mediation**

20.1. Prior to resorting to Court action the parties shall attempt to mediate any disagreement between them.

20.2. The mediation shall be conducted with the assistance of a mediator satisfactory to both parties who is independent of both parties, and who shall act fairly and impartially.

20.3. The party wishing to pursue the disagreement shall, within 7 days of the disagreement arising, propose the name of a mediator who is independent of the party. The other party shall, if it does not accept the proposed nominee, advise the proposing party within five (5) days and shall propose the name of a mediator who shall be independent of the party. If that nominee is not acceptable then the parties shall proceed to step 20.4.

20.4. Failing agreement upon a mediator, the parties shall meet and each shall nominate three persons independent of the party, and not previously proposed as a mediator by either party, on separate, identical, pieces of white paper, to be provided by the Corporate Secretary of the Board. Each paper shall have only a single name. The Corporate Secretary of the Board shall collect the papers and shall place the papers in a container in identical condition, folded once, and one of those names shall be selected by a draw conducted by the Corporate Secretary.

20.5. The mediator selected by the draw shall be the mediator. If that mediator is unable or unwilling to act another draw will be undertaken in accordance with step 20.4 but the party whose nominee was drawn but is unwilling or unable to act will be entitled to nominate another person in his or her place prior to the further draw being conducted. Step 20.4 will be repeated until a mediator who is

able and willing to act is selected.

- 20.6. The mediator shall determine the process to be used in the mediation, provided that the time within which the mediation is to occur is expedited to the degree reasonably possible, while allowing the parties adequate time to prepare.
- 20.7. The parties shall bear the costs of the mediator equally, but otherwise shall bear their own costs.
- 20.8. The representations, materials, admissions, and recommendations made, submitted, or arising from, or in the course of, or for the purpose of the mediation shall be without prejudice to either party, and no reference to such matters, or anything related to, or ancillary to the mediation, except that mediation was attempted, shall or may be made in any forum if the matter is not resolved at mediation and if any further process in any forum, is pursued by either party, whether related to the same subject matter or not.
- 20.9. The parties will engage in not less than 8 full hours of meetings with the mediator before either may terminate its participation in the mediation process. Meeting time between the mediator and either of the parties shall be counted toward the 8 hours.
- 20.10. The recommendations of the mediator, if any, shall be made in writing to the parties, within 3 days of the end of the mediation process, however arising, and shall not be binding on the parties unless mutually agreed to be so, in writing.
- 20.11. The mediator may provide for any additional steps, or procedures, not set out herein that are reasonably necessary for the effective performance of the functions of the mediator.

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

**THE BOARD OF TRUSTEES OF PALLISER REGIONAL**

**DIVISION No. 26**

Per: 

Per: 

Date: June 11, 2015

**MENNONITE EDUCATIONAL SOCIETY OF CALGARY**

Per: 

Per: 

Date: June 9, 2015

## **SCHEDULE "A"**

### **Mission Statement**

Menno Simons Christian School strives to assist students to integrate Christian faith with their experience and with their living. Our school provides a sound academic curriculum taught and modeled by Christian professionals, in a setting where students are nurtured as they learn, question and form life values. Together with the family and the church, Menno Simons Christian School offers an education for life, preparing students for effective participation in the community through Christian discipleship, service and peacemaking.

## **SCHEDULE "B"**

### **Statement of Educational Philosophy**

The overall goal of the Mennonite Educational Society of Calgary is to operate a day school in a manner which is consistent with the guidelines laid down by Alberta Education and is in accordance with the teachings of the Anabaptist/Mennonite tradition.

We strive to do this by:

#### **Academic Program**

- Our purpose is to provide a positive Christian environment in which students receive sound academic instruction.
- We offer an excellent and well-rounded school program based on the Alberta curriculum which will meet the varying needs of students in a rapidly changing world, and which involves the parents and the church community in the process.
- We enrich classroom learning with diverse extra-curricular opportunities for participation and leadership development.
- We seek to develop the whole person: spiritually, intellectually, socially and physically.

#### **Faith Development**

- Our task as teachers and parents is to present, teach, and model the Christian faith, and to invite our students to respond to the call of God and to a lived Christian faith.
- Our program seeks to integrate faith into all areas of life so that students are better equipped to demonstrate Christian commitment in a needy world.
- The Biblical message determines not only our approach to academic program and curriculum, but also to our methods of instruction, administration and discipline.
- We partner with local supporting Mennonite Church Canada congregations in the mission of Christian education.
- We teach the Bible as the story of God's revelation and as a guide to daily living so that students may be encouraged to follow Jesus in faith and life.
- We lead students to understand and appreciate the history of people of faith, emphasizing the Anabaptist/Mennonite witness of faithful discipleships.

## **SCHEDULE "B" (Continued)**

### **Statement of Educational Philosophy**

#### **School Environment**

- At our school students can form wholesome friendships with other students as well as meaningful relationships with their teachers.
- We offer a safe and caring school environment where all members of the community are encouraged to be **PEACEMAKERS**.

**P** - Participants

**E** - Enthusiastic

**A** - Accepting

**C** - Christ-like

**E** - Encouraging

**M** - Mentors

**A** - Aspiring

**K** - Kind

**E** - Excellent

**R** - Responsible

**S** - Servants

## **SCHEDULE "C"**

### **Statement of Faith**

MSCS Alternative Program is a Christian school that embraces the Anabaptist/Mennonite perspective of the Christian faith. By this we mean that we live out of a tradition that traces its beginnings to the Reformers of the 16th Century. Menno Simons, a former priest, became a leading figure in this tradition. The Anabaptists emphasized the need to accept God's gift of faith and then in doing so, they made an effort to imitate Christ as they started on the way of discipleship. This imitation would then affect all areas of life, including engaging in acts of service, embracing community, striving for justice and living peacefully with all.

Our school's mission statement is grounded in the following affirmations:

- GOD is the creator and sustainer of all that exists. God has given us freedom and responsibility for our own choices as well as the special task of being stewards of the created order. God's loving nature invites us to commit our lives to Him.
- JESUS CHRIST is God's only Son, who lived, died, and rose from the dead in order that people could live in loving relationship with God. Jesus Christ offers forgiveness for people's sins as well as the gift of a more satisfying life today and the promise of living forever with God. Jesus' life is our example and His teachings are to be followed and obeyed in our own experience.
- The Bible is our witness of God's revelation to us. The Bible gives us a true account of God's interaction with people in history and acts as a guide to faith and discipleship for the church. God's Holy Spirit uses the written Word to give life to the church and to help people grow in faith.
- The Church is the body of Christ on earth. The church as a community of faith seeks to be a visible alternative in our world by calling people to new relationships with God, and to love and serve each other. The church rejects the use of violence, including warfare, as a means of solving conflict.
- The church grows in faith, unity, service and witness when it is a caring and loving community empowered by prayer.
- The Journey of Faith is a life-long process involving the total person. Our words and actions of faith and hope, as well as our honest seeking, lead us to reconciling relationships with God and with each other.
- Christian Education is a way of being with and relating to children and young people so that, through opportunities for social, academic and spiritual growth, they are encouraged to accept themselves as persons of worth and purpose. The call of Christian education is toward wholesome living in the family, church and community, through lives of obedience to the way of Jesus Christ.

## SCHEDULE "D"

### Admissions Policy

#### 1. Preamble

We welcome the children of parents who are able to express support for our school's Statement of Faith, Educational Philosophy and the aims and objectives as outlined in the Parent Handbook. Children of various denominational backgrounds are welcome as we are a Christian school. We are open to discussion with those who come seeking the environment we have here, (having not made a formal Christian commitment themselves), with the understanding that students will be asked to learn and embrace our Christian teaching. In that light, all prospective students and their parents will be interviewed by the Principal prior to the potential acceptance of any application to ascertain their suitability and sincere agreement to the philosophical/theological convictions of this school.

#### 2. Background

Menno Simons Christian School's mission is to offer a meaningful educational program as outlined in its Educational Philosophy and Statement of Faith. In order to make it meaningful to its Mennonite constituency and to others, certain limitations and regulations need to be set for the admission of children.

#### 3. Policy Statement

Certain criteria will govern the admission of children to Menno Simons Christian School in order to maintain its Christian foundation and also to assist in the maintenance of standards.

#### 4. Guidelines

4.1. Menno Simons Christian School (MSCS) is an arm of the Mennonite Churches in Calgary. A goal of the Society is to encourage Mennonite families to enroll their children in MSCS.

4.2. Priority for admitting children will be as follows:

4.2.1. Siblings (Children from families already having children in school);

4.2.2. Children whose parent(s) attend supporting Mennonite churches;

4.2.3. Children of MSCS alumni;

4.2.4. Siblings (including step-siblings) of former MSCS students;

4.2.5. Children from the broader community.

4.3. Children with learning and/or behavioral challenges will be admitted provided that the resources are available to assist them to meet their academic and social needs meaningfully and to provide them with an optimal educational experience.

4.4. Admissions are based on the following established class size guidelines. We fully realize that due to individual circumstances (i.e. accommodating families) that the guidelines may need to be flexible. However, we strive to maintain the student ratios as stated below as closely as possible:

- Kindergarten and Grade 1 – 18 students

- Grades 2 & 3 - 20 students

- Grades 4 & 5 - 22 students

- Grades 6 to 9 - 24 students

## **5. Procedures**

- 5.1. All prospective students must be acceptable to the Society. The Principal will interview all families requesting admission. Notification of approval of application will be given to parents as soon as possible after the interview. Any family refused admission may appeal to the Society Executive who will make a final decision based on the principles outlined in this Agreement.
- 5.2. Parents must complete registration forms for each child.
- 5.3. The registration fee must accompany the application form.
- 5.4. The Principal will consult with the Society Executive regarding applicants who do not meet the guidelines as stated above. Families enrolling must be in agreement with the Admissions Policy, Statement of Faith, Partnership Commitment and Educational Philosophy.



**SCHEDULE "E"**  
**Partnership Commitment**

**Mission Statement**

Menno Simons Christian School strives to assist students to integrate Christian faith with their experience and their living. Our school provides a sound academic curriculum taught and modeled by Christian professionals, in a setting where students are nurtured as they learn, question and form life values. Together with the family and the church, Menno Simons Christian School offers an EDUCATION FOR LIFE, preparing students for effective participation in the community through Christian discipleship, service and peacemaking.

**Our Commitment to our Students**

At Menno Simons Christian School, we endeavor to have a healthy and caring climate in which all members of our community- students, teachers, volunteers, staff and parents- feel respected, cared for and welcomed. Students at Menno Simons Christian School may expect to receive effective instruction and evaluation in orderly classes, and will be given opportunities to participate in the life of their school in ways that will develop their ability to lead, co-operate with others, and be responsible participants. Our school community will show a genuine interest in them as people, recognizing their individual differences and worth. They will have modeled for them the Christian walk, and will be nurtured in their search for and formation of life values.

**Student Expectations**

Menno Simons Christian School expects each student to demonstrate high standards of effort and commitment in academic studies, in personal conduct, and in school participation and citizenship. We expect our students to be serious about learning, and to give their best effort in all of their classes and activities. Students are responsible for participating positively in school and class activities, bringing required materials to class, completing assigned work and abiding by the dress code.

**Your Commitment to Menno Simons**

By signing below, you agree to the following commitment:

Our family endorses Menno Simons Christian School's statement of faith, the Educational Philosophy, and will support the implementation of the school program, including the curriculum and the enforcement of regulations. Our family commits to supporting our children through regular communication with the teachers and administration, accepting that MSCS has the right to provide discipline if our child(ren) does not respect the standards of the school. Our family will practice the principles in Matthew 18:15 and resolve any difficulties with school personnel directly. If the conflict is unresolved, we will discuss the matter with the next person in authority (typically teacher first, and then administration). Our family will strive to regularly attend functions requiring parent participation and will be active members of the community by volunteering our gifts and talents in an effort to create the best possible learning environment and community for the students.

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name Printed:** \_\_\_\_\_

*R*

## SCHEDULE "F-1"

### Educational Staff Commitment

As educational staff members in this Christian community, we are committed to providing an "Education for Life" for our students. This includes weaving Christian Education into daily living and learning through biblical instruction, guiding students towards a deeper understanding of matters of faith, and working to be intentionally Christ-like as we daily walk the journey of faith as mentors to our students. We strive to be PEACEMAKERS.

As a condition of employment, all educational staff members at Menno Simons Christian School must have made a personal commitment to Christ and also endorse the philosophy and theology of the school as set out in the Confession of Faith and Statement of Educational Philosophy.

Specifically all educational staff members must be willing to:

- Endorse and articulate the Anabaptist/Mennonite perspective of the school including a Christ-centred vision, promoting peacemaking, service, and building community in the presence of the Holy Spirit.
- Read and endeavor to live out the tenants of faith in regards to biblical understanding and moral conduct as set out in the Confession of Faith in a Mennonite Perspective (Mennonite Church Canada) – summary form attached.
- Be committed, regular participants in a Christian church and be devoted to a daily walk with Christ.
- Openly share their faith journey with students in appropriate ways.
- Follow the Palliser Regional Schools' Administrative Procedures and abide by the Teacher Quality Standards and expectations laid out in the *School Act*, together with any regulations thereunder and amendments thereto.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

## SCHEDULE "F-2"

### Non- educational staff Partnership Covenant

Our aim as a school is to be a "community of learning" in which every staff member has reviewed the Menno Simons Christian School Statement of Faith and Mission, and is willing and able to conduct themselves within the workplace such that their actions and interactions with staff and students are in support of and respectful of the Menno Simons Christian School Statement of Faith and Mission. This agreement outlines the expectations of all non- educational staff members.

As a non- educational staff member, I:

- Have reviewed the Menno Simons Christian School Statement of Faith and Mission and confirm that during the performance of my duties and presence within the Menno Simons Christian School workplace that I will show respect, understanding and support for the values taught and that underlie the spiritual component of education at Menno Simons Christian School.
- Will strive to be honest, truthful, forgiving, hard-working and generous.
- Will treat students, staff and guests within Menno Simons Christian School in a safe, caring and respectful fashion at all times.
- Will not make statements or conduct myself in any way that shows a lack of support or disrespect for the values and spiritual component taught at Menno Simons Christian School.

I will make myself familiar with the goals, mission, and Menno Simons Christian School philosophy of Christian Education, and agree to respect and show support for them. I will honour and follow the policies and guidelines prescribed in the Staff Handbook.

I have read the Non- educational staff Partnership Agreement. I agree that these expectations are appropriate and reasonable and agree to abide by them.

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **SCHEDULE "G"**

### **Confession of Faith- Article Summary Statement**

1. We believe that God exists and is pleased with all who draw nearby faith. We worship the one holy and loving God who is Father, Son, and Holy Spirit eternally. God has created all things visible and invisible, has brought salvation and new life to humanity through Jesus Christ, and continues to sustain the church and all things until the end of the age.
2. We believe in Jesus Christ, the Word of God become flesh. He is the Savior of the World, who has delivered us from the dominion of sin and reconciled us to God by his death on a cross. He was declared to be Son of God by his resurrection from the dead. He is the head of the church, the exalted Lord, the Lamb who was slain, coming again to reign with God in glory.
3. We believe in the Holy Spirit, the eternal Spirit of God, who dwelled in Jesus Christ, who empowers the church, who is the source of our life in Christ, and who is poured out on those who believe as the guarantee of redemption.
4. We believe that all Scripture is inspired by God through the Holy Spirit for instruction in salvation and training in righteousness. We accept the Scriptures as the Word of God and as the fully reliable and trustworthy standard for Christian faith and life. Led by the Holy Spirit in the church, we interpret Scripture in harmony with Jesus Christ.
5. We believe that God has created the heavens and the earth and all that is in them, and that God preserves and renews what has been made. All creation has its source outside itself and belongs to the Creator. The world has been created good because God is good and provides all that is needed for life.
6. We believe that God has created human beings in the divine image. God formed them from the dust of the earth and gave them a special dignity among all the works of creation. Human beings have been made for relationship with God, to live in peace with each other, and to take care of the rest of creation.
7. We confess that, beginning with Adam and Eve, humanity has disobeyed God, given way to the tempter, and chosen to sin. All have fallen short of the Creator's intent, marred the image of God in which they were created, disrupted order in the world, and limited their love for others. Because of sin, humanity has been given over to the enslaving powers of evil and death.
8. We believe that, through Jesus Christ, God offers salvation from sin and a new way of life. We receive God's salvation when we repent and accept Jesus Christ as Savior and Lord. In Christ, we are reconciled with God and brought into the reconciling community. We place our faith in God that, by the same power that raised Christ from the dead, we may be saved from sin to follow Christ and to know the fullness of salvation.
9. We believe that the church is the assembly of those who have accepted God's offer of salvation through faith in Jesus Christ. It is the new community of disciples sent into the world to proclaim the reign of God and to provide a foretaste of the church's glorious hope. It is the new society established and sustained by the Holy Spirit.
10. We believe that the mission of the church is to proclaim and to be a sign of the Kingdom of God. Christ has commissioned the church to make disciples of all nations, baptizing them, and teaching them to observe all things He has commanded.
11. We believe that the baptism of believers with water is a sign of their cleansing from sin. Baptism is also a pledge before the church of their covenant with God to walk in the way of Jesus Christ through the power of the Holy Spirit. The Spirit, water, and blood baptize believers into Christ and his body.

12. We believe that the Lord's Supper is a sign by which the church thankfully remembers the new covenant, which Jesus established by his death. In this communion meal, the church renews its covenant with God and with each other and participates in the life and death of Jesus Christ, until He comes.
13. We believe that in washing the feet of His disciples, Jesus calls us to serve one another in love as He did. Thus we acknowledge our frequent need of cleansing, renew our willingness to let go of pride and worldly power, and offer our lives in humble service and sacrificial love.
14. We practice discipline in the church as a sign of God's offer of transforming grace. Discipline is intended to liberate erring brothers and sisters from sin, and to restore them to a right relationship with God and to fellowship in the church. The practice of discipline gives integrity to the church's witness in the world.
15. We believe that ministry is a continuation of the work of Christ, who gives gifts through the Holy Spirit to all believers and empowers them for service in the church and in the world. We also believe that God calls particular persons in the church to specific leadership ministries and offices. All who minister are accountable to God and to the community of faith.
16. We believe that the church of Jesus Christ is one body with many members, ordered in such a way that, through the one Spirit, believers may be built together spiritually into a dwelling place for God.
17. We believe that Jesus Christ calls us to discipleship, to take up our cross and follow him. Through the gift of God's saving grace, we are empowered to be disciples of Jesus, filled with his Spirit, following his teachings and his path through suffering to new life. As we are faithful to his way, we become conformed to Christ and separated from the evil in the world.
18. We believe that to be a disciple of Jesus is to know life in the Spirit. As the life, death, and resurrection of Jesus Christ takes shape in us, we grow in the image of Christ and in our relationship with God. The Holy Spirit is active in individual and in communal worship, leading us deeper into the experience of God.
19. We believe that God intends human life to begin in families and to be blessed through families. Even more, God desires all people to become part of the church, God's family. As single and married members of the church family give and receive nurture and healing, families can grow toward the wholeness that God intends. We are called to chastity and to loving faithfulness in marriage.
20. We commit ourselves to tell the truth, to give a simple yes or no, and to avoid the swearing of oaths.
21. We believe that everything belongs to God, who calls the church to live in faithful stewardship of all that God has entrusted to us, and to participate now in the rest and justice, which God has promised.
22. We believe that peace is the will of God. God created the world in peace, and God's peace is most fully revealed in Jesus Christ, who is our peace and the peace of the whole world. Led by the Holy Spirit, we follow Christ in the way of peace, doing justice, bringing reconciliation, and practicing nonresistance, even in the face of violence and warfare.
23. We believe that the church is God's holy nation, called to give full allegiance to Christ its head and to witness to every nation, government, and society about God's saving love.
24. We place our hope in the reign of God and its fulfillment in the day when Christ will come again in glory to judge the living and the dead. He will gather His church, which is already living under the reign of God. We await God's final victory, the end of this present age of struggle, the resurrection of the dead, and a new heaven and a new earth. There the people of God will reign with Christ in justice, righteousness, and peace forever and ever.

