

Partnership Agreement
Between
Christ the Teacher Roman Catholic Separate School Division
and
Good Spirit School Division
(Re: Melville Comprehensive High School)

Revised November 29, 2023

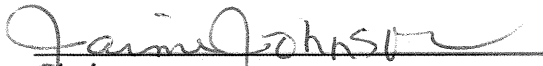
In accordance with the considerations and understandings that follow:


The Board of Education of Good Spirit School Division No. 204
and
The Board of Education of Christ the Teacher Roman Catholic
Separate School Division No. 212

by the signatures of their proper officers attest to and agree with the terms,
contained herein, and agree that this Agreement replaces all previous Agreements.

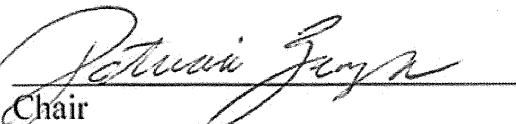
Signed in the City of Yorkton in the Province of Saskatchewan
this 15th day of April 2024.

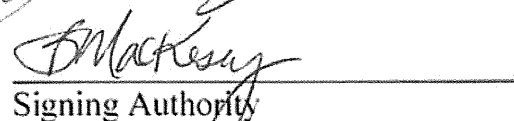
The Board of Education of Good Spirit School Division No. 204


Chair


Signing Authority

The Board of Education of the Christ the Teacher Roman Catholic
Separate School Division No. 212


Chair


Signing Authority

1. Belonging/Identity/Ownership

It is agreed that there needs to be a sense of belonging, a feeling of identity and a sense of ownership respecting those things that are common to all, i.e., an identity as a school apart from the school divisions supporting it and at the same time reflecting the differences of the school divisions supporting it.

- 1.1 Good Spirit School Division and Christ the Teacher Roman Catholic Separate School Division (RCSSD) will continue to honor the long-standing relationships that have existed in the community of Melville which have allowed for active and authoritative input into the matters impacting the education of the students who attend the Melville Comprehensive High School. The Good Spirit School Division is committed to educating grade 7-12 students from the Melville Attendance Area at Melville Comprehensive School. Likewise, Christ the Teacher Roman Catholic Separate School Division is committed to educating grade 10-12 Christ the Teacher students from the Melville Attendance Area at Melville Comprehensive School.
- 1.2 In recognition of the special role spirituality and Catholic education have played in the lives of students who have received their elementary education through the St. Henry's Catholic Schools in Melville and in respect of the desires of students and parents to have this continue in high school, the Good Spirit School Division and Christ the Teacher RCSSD agree to create and maintain a Chapel in the Melville Comprehensive High School. A committee of interested students, staff, and clergy (of the various faiths represented in the school population), will annually review school policies and/or procedures to ensure that the chapel is an inviting place of prayer and reflection for use by –students and staff
- 1.3 Good Spirit School Division and Christ the Teacher RCSSD agree that a position up to 1.0 FTE will be hired at the request of the Christ the Teacher Catholic School Division to support Catholic religious instruction and faith development of Catholic students. This position will be provided and funded by Christ the Teacher RCSSD and filled by a person of the Catholic faith. This person (in consultation with the Directors and principal) shall be afforded the opportunity to be actively involved in matters pertaining to the teaching of Christian Ethics/Catholic Studies and general faith development needs of Catholic students enrolled in the Melville Comprehensive High School. While this service is not exclusive to Catholic students, and while activities will be open to all interested students as appropriate, it is clearly understood that no efforts which could be construed as recruitment of non-Catholic students into the Catholic faith shall be undertaken.

- 1.3.1 It is agreed that the principal of the Melville Comprehensive School is responsible for the general supervision of this employee and if an issue of compatibility with the operation of the school should arise, the Directors from Good Spirit and Christ the Teacher will be contacted immediately to investigate and, if necessary, initiate processes for an improvement plan. This improvement plan will be done collaboratively involving the Directors (or their designates), the principal and the employee.
- 1.3.2 A time frame for improvement will be established by the collaborating parties, and should it be necessary, a replacement employee will be assigned at the request of the Director of Good Spirit School Division.
- 1.4 Good Spirit School Division will supply the employee a work area, classroom, consumables, and other physical amenities. Christ the Teacher RCSSD will cover costs of all non-consumables such as textbooks and other resource material.

2. Governance Authority

- 2.1 A Governance Authority will be established to ensure Board involvement in key decision-making areas. Good Spirit School Division will appoint one (1) member of their elected Board and Christ the Teacher RCSSD will appoint one (1) member of their elected Board to serve on the Governance Authority. The Chair of the Governance Authority shall be elected annually from the appointed board members and shall be rotated from year to year between the Good Spirit appointee and the Christ the Teacher appointee. The Directors (and/or their designates) of Good Spirit School Division and Christ the Teacher Roman Catholic Separate School Division will also serve members of the Governance Authority.
- 2.2 The Governance Authority will meet two (2) times throughout the calendar year according to the following schedule:
 - 2.2.1 October – The in-school administration will outline the - Learning Improvement Plan for Melville Comprehensive School. Matters specifically affecting the learning needs of the Catholic students who attend the Melville Comprehensive School will be the area of focus.
 - 2.2.2 May – An annual review of the Partnership Agreement will be conducted with members from each Board being responsible to

take the Agreement back to the constituent Boards for approval. The in-school administration and GSSD Director will provide an operational forecast including staffing, enrolment projections, capital requirements and programming for the upcoming fiscal year.

2.2.3 Party to the Agreement may request additional meetings of the MCS Governance Authority to deal with emergent issues.

2.2.4 In addition, the Director of Good Spirit School Division shall consult as needed with the Director of Christ the Teacher Roman Catholic School Division or their designate in an agreed upon manner to discuss programs, personnel, and services. In recognition of the unique partnership outlined above, the Director (or designate) from Christ the Teacher Catholic School Division shall, at his or her option, participate fully as a member of the hiring committee for school-based administrative positions at - Melville Comprehensive High School.

3. School Community Council

3.1 Good Spirit School Division will establish a School Community Council to advise on matters specific to the Melville Comprehensive High School (as per provincial guidelines), and Christ the Teacher Roman Catholic Separate School Division shall have two permanent voting members with all the rights and privileges afforded by said membership.

4. Ownership of Assets

4.1 The assets of the Melville Comprehensive School shall be owned by the parties to this Agreement and in the event of the withdrawal of any party the assets and liabilities regarding the operation of the Melville Comprehensive School shall be with the remaining party.

4.2 In the event of a sale of assets, the proceeds shall be divided based upon a percentage mutually agreed to by both parties.

5. Dispute Resolution

5.1 The purpose of the dispute resolution procedure is to create a problem-solving process to address any questions regarding the interpretation, application, or alleged violation of any section of this Agreement. The intent is to focus on problem resolution at the level closest to the issue through open communication between the Parties involved and to address issues in a timely manner.

In the case of any disputes between the Parties as to the application, interpretation or administration of the Agreement:

5.2 The Parties shall first attempt to resolve the dispute as follows:

Step 1: The Directors of Education or designate(s) shall first seek information and/or clarification of issue within fifteen (15) calendar days of issue making rise to the dispute. Discussion will focus on resolution of the issue by engaging directly with the individuals involved. Assistance may be requested from appropriate personnel of either Party or from a third party.

Step 2: If issue remains unresolved, within twenty-five (25) calendar days following Step 1, the Directors or designates shall bring the matter to the MCS Administrative Council for resolution of dispute.

Step 3: Failing resolution and agreement when addressed at the MCS Administrative Council and within twenty (20) calendar days of Step 2, the complaint shall be presented jointly by the MCS Administrative Council to the Board Executive Committees of the Parties. The Board Executive Committees shall consist of the Board Chair, Vice-Chair and one other Board Member from each school division.

Step 4: Failing resolution of issue at the Board Executive Committee, the complaint shall be presented to the Boards of Education of the Parties prior to or at the next regularly scheduled Board meeting. Presentation to the Boards of Education is for the purpose of resolution of issue or for referral to a formal dispute resolution procedure. The decision of the Boards will be implemented within fifteen (15) calendar days following presentation to the Boards.

5.3 If disputes remain unresolved fifteen (15) calendar days following presentation to the Boards, Parties agree to engage in one of the following dispute resolution procedures or in a progressive combination of the formal dispute resolution procedures outlined below.

5.3.1 **Mediation** - Parties shall mutually select a mediation service. Parties will work with the mediator(s) to identify the terms for the mediation process.

5.3.2. **Mediation–Arbitration** - Parties shall mutually select a mediation-arbitration service. Parties will work with the

mediator(s) to identify the terms for the mediation-arbitration process. Parties will engage in the mediation process to identify mutual agreement(s) to resolve the dispute. As an advance and agreed upon term of the procedure, where Parties are unable to reach mutual agreement(s), and upon request of ALL Parties, mediator(s) will express a binding opinion to resolve remaining areas of dispute.

5.3.3 **Arbitration** – Either Party may elect to refer the dispute to Arbitration as set out in *Appendix A*.

5.4 Time limits may be extended by mutual agreement of the Boards of Education for the purpose of due process.

6. Amendment of Agreement

6.1 This Agreement may be amended at any time by mutual consent of the Parties.

6.2 Any amendments to this Agreement must be made in writing, approved by each Board of Education, and signed by the appropriate representatives for each Party.

6.3 The Parties agree that they will meet from time to time to discuss any amendments to this Agreement and will use their best efforts to make any modifications to this agreement prior to April 30th preceding the school year in which the amendments are to take effect.

7. Withdrawal From This Agreement

Christ the Teacher RCSSD shall have the right to cease utilization of the Melville Comprehensive High School for programs and services for its students and to withdraw from this agreement as follows:

7.1 The said party shall give written notice of such intention to withdraw not less than twenty-four (24) months before said withdrawal shall take effect.

7.2 Such withdrawal shall become effective on June 30th of the year indicated by said party.

7.3 Withdrawal at any time as mutually agreed to by the parties.

8. Delivery of Notice

All notices or communications required to be given or sent under the terms of this Agreement shall be deemed to be sufficiently given or sent, effective the date of mailing, if mailed by registered post to the respective Directors of Education, at the following addresses:

Good Spirit School Division #204
5B Schrader Drive
Yorkton, SK S3N 3Z4

Christ the Teacher RCSSD #212
45A Palliser Way
Yorkton, SK S3N 4C5

9. Indemnity

Each Party shall indemnify and save harmless the other from and against any and all claims, demands, loss, cost, damages, actions, suits or other proceedings, caused by the negligent or willful action of its own employees, board members, volunteers or others under the care and control of the Party.

10. Agreement Binding on All Parties

This Agreement shall be binding on the Parties, their heirs, executors, assigns and successors in office.

11. Assignment

This Agreement may not be assigned by either Party without the prior written consent of the other Party.

APPENDIX A
Arbitration

1. Either Party may elect to refer the dispute to binding arbitration by a three-person board of arbitration.
 - 1.1. One member of the board of arbitration shall be appointed by the Good Spirit SD, one member by the Christ the Teacher RCSSD and a third member who shall be the Chairperson shall be appointed by the agreement of the members appointed by each of the Parties.
 - 1.2. In the event the Parties' representative are unable to agree upon the appointment of a Chairperson within thirty (30) calendar days of their appointment, then an arbitrator may upon application of the Parties, be appointed by a Judge of the Court of King's Bench of Saskatchewan.
 - 1.3. The decision of the arbitrators so appointed shall be final and binding on the Parties and the dispute referred to arbitration shall be decided by arbitration alone and not by recourse at law.
 - 1.4. Except as otherwise provided herein, the Chairperson shall determine his or her own procedures and all questions relating to the conduct of the arbitration.
 - 1.5. Each party shall assume its own costs for the arbitration and shall share equally in the fees of the Chairperson, and any other general expenses of the arbitration.
 - 1.6. Subject to the term of this Agreement, or unless otherwise agreed to by the Parties, each arbitration pursuant to this agreement shall be governed by and conducted pursuant to the *Commercial Arbitration Code* being a schedule to the *Commercial Arbitration Act R.S.D. 985 c. 13 (2nd suppl.)* and all regulations made thereunder and from time to time in force under the *Act*.
 - 1.7. It is understood and agreed by the Parties hereto that nothing herein shall prevent either Party from invoicing and demanding payment of such fees as payable and not in dispute during the arbitration procedure and the Parties shall agree to pay such invoices.