

LETTER OF AGREEMENT FOR FOREST HEIGHTS COMMUNITY SCHOOL

Purpose

The purpose of this letter is to establish the terms and conditions of the agreement between the South Shore Regional School Board, the Forest Heights Community School Advisory Council, and the Nova Scotia Minister of Education pursuant to Section 20(3)(b) of the *Education Act* and to set out the composition of the School Advisory Council for Forest Heights Community School and its responsibilities under Section 22 of the *Education Act*.

For that purpose the partners agree as follows:

1. Definitions and Interpretation

1.1 As used in this Agreement, in any amendment to it and the attached schedules:

- (a) "Act" means the *Education Act*. S.N.S.1995-96, c.1, as amended from time to time
- (b) "Agreement" means this letter of agreement and includes all amendments and Schedules to it.
- (c) "By-Law" means a By-Law of the SAC attached as Schedule B.
- (d) "First Council" means the Forest Heights Community School Advisory Council, which existed immediately before this Agreement came into effect.
- (e) "Member" means a member of the SAC.
- (f) "FHCS" means Forest Heights Community School.
- (g) "Partner" means the SAC, the School Board or the Nova Scotia Minister of Education and "Partners" means any two or more of them as the context requires.
- (h) "Principal" means the Principal of Forest Heights Community School.
- (i) "SAC" means the FHCS School Advisory Council.
- (j) "School Board" means the South Shore Regional School Board.
- (k) "School Community" includes students, parents, guardians, teaching staff, support staff of FHCS and community representatives in the geographical region serving the school.

1.2 Headings are for convenience only.

1.3 The following Schedules are attached to this Agreement and for part of it:

- (a) Schedule B - By-Laws of the SAC.

2. General

2.1 This Agreement is made in compliance with the requirement of section 20(3) of the Act.

2.2 The Partners agree that:

- (a) this Agreement does create or contain legally enforceable obligations and is intended to be binding on the Partners as a contract, and
- (b) in the event of a disagreement or dispute under or about this Agreement, their only recourse is discussion and negotiation with a view settling the matter by mutual agreement.

2.3 This Agreement comes into effect when signed by all Partners and continues in effect until terminated by written agreement among the Partners.

2.4 This Agreement will be reviewed annually if requested by any of the parties.

2.5 The Partners may, from time to time, amend this Agreement by written agreement among them provided that:

- (a) A Partner who proposes an amendment shall give 60 days' written notice of the proposed amendment to the other Partners together with reasons for the proposed amendment; and
- (b) An amendment shall not come into effect until it has been ratified by and signed by the Partners.

3. Composition of the SAC

3.1 The membership of the SAC will consist of a maximum of 10 individuals who are qualified under Section 21 of the Act and who are elected or appointed as member in accordance with this Agreement and the By-Laws as follows:

- (a) The Principal of Forest Heights Community School is a non-voting/non-elected standing Member of the SAC
- (b) Three parents
- (c) One student (member of student government)
- (d) Two teachers
- (e) A support staff member
- (f) One community member

(g) The Community School Coordinator (standing member-voting)

3.2 Except for the Principal, a portion of the Members will be elected annually.

3.3 A Member of the SAC will hold office for a term of three years.

3.4 A Member may serve a maximum of two consecutive terms.

3.5 After serving two consecutive terms, a Member must sit out at least one election before again becoming eligible to seek election to the SAC.

3.6 An incumbent Member who seeks election to a second term must be qualified under By-Law 2.2 and follow the election process under By-Law 3.

3.7 If any Member of the SAC becomes ineligible to be a member of the SAC or resigns before the expiry of his or her term of office, an election will be held in the following September or within 6 months of the vacancy, whichever comes first in accordance with By-Law 3 and the successful candidate will serve full two year term.

3.8 All other rules and procedures governing the election of Members the conduct of the meetings and business of the SAC, and the operation of the SAC are set out in the By-Laws.

3.9 The School Board hereby expressly approves the By-Laws pursuant to Section 22(g) of the Act.

3.10 An amendment to the By-Laws shall not come into effect until approved by the partners.

4. School Council Responsibilities and Commitments

4.1 The SAC recognizes the importance of its responsibility to:

- (a) consider all views concerns and representations relating to FHCS which are within the mandate of the SAC and that are brought to its attention by the School Community, and
- (b) carry out its functions and commitments in a timely and effective way so as to promote and advance the best interests of FHCS and the School Community.

4.2 The SAC will be responsible for:

- (a) participating in the ongoing efforts of the school to continuously improve student

achievement and school performance

(b) recommending a school improvement plan to the School Board.

(c) contributing to the school's annual report on the schools efforts to improve in student achievement and school performance

(d) all aspects of student discipline in accordance with By-Law 10.

(e) advising the school's principal and staff on school policies, curriculum and programs, school practices, student discipline, fund raising, parent-school communications and similar matters to promote a positive learning environment

(f) advising the school board on curriculum and student support services, policy development, funding, communication strategies and similar matters that promote a positive learning environment

(g) promoting communication among SAC partners, community, students and staff.

(h) assisting with the selection of the school vice principal by providing the principal with a profile of characteristics required for the position

(i) serving as a study committee, when the school is identified for review (for possible closure) by a school board, as stated in section 18 of the Ministerial Regulations.

(j) Reviewing and updating the Letter of Agreement and SAC bylaws. These are subject to school board and/or Department of Education approval

5. School Board Commitments

5.1 The School Board is committed to providing the following support to the SAC:

(a) Acting in good faith to honor the spirit and terms of this Agreement including approving all amendments to the By-Laws unless there is good reason not to do so.

(b) Provide consultation on school board policies and procedures.

(c) If advice recommendations or *requests* to the School Board are initiated by the SAC, the School Board will consult with the school advisory council with respect to matters assigned to school advisory council pursuant to the Education Act.

(d) Providing an orientation session for new Members and occasional workshops for all Members on special topics.

- (e) Providing a facilitator to assist the SAC as required.
- (f) Giving feedback to the SAC on the annual accountability report.
- (g) Providing an agreed upon mechanism for consultation, particularly concerning policies affecting curriculum and student services.
- (h) Designating the appropriate senior representative who will attend SAC meetings as required and as requested by the SAC.
- (i) Provide FHCS with sufficient funds to operate the SAC. Any extraordinary expenses must have prior approval by the School Board.

6. Selection of Principal

6.1 As the SAC and the Principal of Forest Heights Community School must have a satisfactory working relationship the SAC shall participate in the selection of the Principal in accordance with existing School Board policy.

7. Minister's Commitments

7.1 The Department of Education acting for and on behalf of the Minister will support the FHCS School Advisory Council by

- (a) Acting in good faith to honor the spirit and terms of this Agreement.
- (b) The Minister will review recommendations submitted by the School Advisory Council.
- (c) Providing mediation when there is an unresolved conflict between the SAC and the School Board.
- (d) Communicating effectively and in a timely manner with the School Board and the SAC on all matters affecting or of interest to them.
- (e) Developing and supplying materials to support the SAC including copies of the Act, regulations and all relevant policies and procedures.
- (f) Training regional school advisory council support teams.

(g) Providing ongoing professional development sessions and conferences.

8. Acceptance

8.1 The Partners assure each other that they clearly understand this Agreement and that they are committed to implementing it in a spirit of partnership.

If you are in agreement with the contents of this letter, please sign and date all three copies where indicated below, and ensure that each Partner receives a copy signed by all Partners.

Yours truly,

Forest Heights Community School Advisory Council
Per:

Chairperson (Tammy Smith)

Principal (Miles Page)

Confirmed and Agreed to by South Shore Regional School Board

Per: _____

Confirmed and Agreed to by Minister of

Education: _____