

EMPLOYMENT AGREEMENT

This Agreement is dated for reference on __thday of July, 20__.

BETWEEN:

(the "teacher")

AND:

Northgate Christian Education Society (dba Phil & Jennie Gagliardi Academy), a Society duly incorporated (Incorporation number S-47092) under the laws of the Province of British Columbia, with an address at 1475 Noel Ave, Comox, B.C.
V9M 3H8
(the "Society")

WHEREAS:

- A. The Teacher and Society are part of a Christian community in which each person:
 1. is called to assist Christian parents who desire to provide Christian education to children;
 2. participates in the task of training children to live vital, passionate and active Christian lives;
 3. is called in his daily life to provide an example of Christian living by maintaining a continuous passionate, living fellowship with Almighty God through our Lord Jesus Christ; and
 4. in the office of Teacher, has received authority to carry out specific duties and responsibilities and is a role model for students.
- B. The Society agrees to:
 1. establish and adhere to clearly understood staffing policies in which each Teacher is treated with justice, compassion, righteousness and equity;
 2. specify for each Teacher duties and responsibilities for which he is qualified and which constitutes an equitable workload, and to provide what is necessary to carry out his official duties; and
 3. provide adequate compensation for Teachers.
- C. The Teacher agrees to:
 1. develop and maintain the highest possible level of performance within the total context of the School community
 2. be accountable to the Society; and
 3. carry out all assigned duties and responsibilities and abide by the terms and conditions of this Agreement.
 4. affirm the Northgate Christian Education Society Statement of Faith annually (see Schedule A)
 5. adhere to and affirm the Northgate Christian Education Society Community Standards Policy (see Schedule H).

6. show commitment to Christian education by enrolling his/her children in the Phil & Jennie Gaglardi Academy understanding that exceptions may be granted by the Director.

D. The Society operates a Christian school in the Comox Valley area under the name "Phil & Jennie Gaglardi Academy" according to its Constitution and Bylaws;

E. The Director may from time to time request written or verbal confirmation of church participation from the local pastor of Teachers employed by the Society; and

F. The Society has agreed to employ the Teacher in accordance with the terms and conditions of this Agreement.

THEREFORE the Teacher and the Society in consideration of the mutual agreements contained in this Agreement agree as follows:

SECTION 1

DEFINITIONS AND INTERPRETATION

1. In and for the purposes of this Agreement:
 - a) "Board" means the School Board of the Society;
 - b) "Director" means the Director or Headmaster of the school;
 - c) "Party" or "Parties" mean a party or the parties to this Agreement;
 - d) "Dean" means the Dean of Academics of the School;
 - e) "Schedule(s)" mean(s) the schedule(s) attached to this Agreement;
 - f) "School" means the school operated by the Society;
 - g) "Gaglardi Academy" means the School
 - h) "School Year" means a 12-month period commencing on the 1st day of July and ending on the 30th day of June.
2. In and for the purposes of this Agreement:
 - (a) the singular includes the plural and the plural includes the singular, and any gender the other gender;
 - (b) the Schedule(s) form(s) an integral part of this Agreement.

SECTION 2

EMPLOYMENT

3. In and for the purposes of this Agreement:
 - (a) The Society agrees to employ the Teacher at the School on a **.00 FTE** basis and the Teacher agrees to accept such employment in accordance with the terms and conditions of this Agreement commencing the _____ School Year and continuing until terminated under this Agreement. The Agreement shall be contingent on student enrollment; and
 - (b) The Director will annually issue a notice of intent to return by March 1st of each year on behalf of the Society. The Teacher is required to accept or reject in writing, the Society's offer to return by March 31th of each year.

4. The Teacher shall perform the services described in this Agreement in accordance with the policies and directives made or given by the Board or Director from time to time.

SECTION 3

TERM OF AGREEMENT

5. The term of this Agreement shall commence on the **1st** day of **July** 20__ and will expire on the **30th** day of **June** 20__.

SECTION 4

PROBATION

6. The Teacher shall be on probation for 3 months unless extended by the Director on reasonable grounds to a maximum of 12 months, and during the probation period, the Society shall be entitled to terminate the Teacher's employment without cause by giving written Notice to the Teacher one month prior to the date of termination.
7. The Director shall provide the Teacher with 30 days notice of any extension of the probation period and the reason(s) for the extension.

SECTION 5

TEACHER QUALIFICATIONS

8. The minimum professional qualifications of the Teacher shall be as follows:
 - (a) the Teacher must satisfy all requirements of law in the Province of British Columbia to teach in the School and the Teacher shall be certified by B.C. College of Teachers or qualify for an Independent Schools certificate;
 - (b) the Teacher must possess basic academic qualifications and attain certain standards relating to a Christian understanding of education in accordance with Schedule B of this Agreement;
 - (c) the Director may require the Teacher to complete certain academic courses and to attain certain standards relating to a Christian understanding of education in accordance with Schedule B of this Agreement; and
 - (d) failure to comply with paragraph (a) above is cause to terminate this Agreement pursuant to paragraphs 24 to 25 of this Agreement. Failure to comply with paragraph (s) (b) or (c) above shall result in salary grid adjustments being suspended.

9. The Teacher shall act in a manner that is consistent with all school policies, it's Code of Conduct, and Community Standards Policy as prescribed in Schedule H to this Agreement, and the policies and directives made or given by the Board or Director from time to time.

SECTION 6

DUTIES OF THE TEACHER

10. The Teacher agrees to carry out to the best of his/her ability to teach from a Christian perspective such reasonable course assignments and extra-curricular assignments as are made from time to time by the Director or Dean in consultation with the Teacher.

11. The Teacher agrees to teach the approved curriculum to students as directed by the Director.

12. Without limiting the generality of paragraph 10, the Teacher shall carry out to the best of their ability the course assignments and extra-curricular assignments prescribed in Schedule C to this Agreement.

SECTION 7

PROFESSIONAL DEVELOPMENT

13. The Teacher shall achieve and maintain certain professional standards in accordance with Schedule D to this Agreement.

SECTION 8

COMPENSATION

14. The Society shall pay the Teacher, and the Teacher shall accept from the Society, in full payment for the Teacher's services herein included, a salary of \$_____ payable in monthly instalments. The salary is subject to the usual deductions at source for Income Tax, Canada Pension Plan, Employment Insurance and any other deductions as may be required by law from time to time; and also deductions as stated in Schedule E to this Agreement.
Salary Instalments: 10 mths: \$_____ 12 mths: \$_____ Teacher Signature: _____

This Agreement is contractual from **July 1st** but notwithstanding the first payment is deferred to September 15th and thereafter. Eligibility for benefits commences _____.

For placement on the Gagliardi Academy pay grid, the calculation will be based on education, experience, and required Christian education courses as at September 1st of the school year described in Section 2, paragraph 3 of this Agreement.

SECTION 9

BENEFITS

15. The Teacher shall during the term of this Agreement be entitled to benefits, after a three-month waiting period, for the first School Year of employment and for each School Year thereafter in accordance with Schedule E to this Agreement.

SECTION 10

VACATIONS

16. The Teacher shall be entitled to vacations with pay in accordance with Schedule F to this Agreement.

SECTION 11

TEACHER LEAVE

17. The Teacher shall be entitled to leave in accordance with Schedule G to this Agreement.

SECTION 12

TEACHER EVALUATION

18. The Teacher shall be evaluated in accordance with the Staff Evaluation Policy by the Director or Dean and shall have access to their personnel file.

SECTION 13

MEDICAL FITNESS

19. The Teacher may be required to submit to the Director a medical certificate at the beginning of the term of this Agreement indicating that they are medically fit to carry out their duties pursuant to this Agreement and that they have no medical problem or condition that will substantially prevent them from carrying out their duties pursuant to this Agreement or that will endanger the health of students or staff of the School.
20. The Director, on reasonable grounds, may require the Teacher to undergo an examination, at any time during the term of this Agreement, by a medical doctor and to submit a certificate setting out the medical doctor's conclusions regarding the physical, mental or emotional health of the Teacher and whether there is any problem or condition that may substantially prevent him from carrying out his duties pursuant to this Agreement or endanger the health of students or staff of the School.
21. If the certificate submitted pursuant to paragraph 19 or 20 reveals that the health of the Teacher will substantially prevent them from carrying out his duties pursuant to this Agreement or endanger the health of the students or staff of the School, the Director may suspend - with or without pay - the Teacher from their duties and not permit them to return to duties until the Teacher delivers to the Director a satisfactory medical certificate.

SECTION 14

CRIMINAL RECORD

22. The Teacher shall at the beginning of the term of the initial year of employment provide the Society with proof of BCCT membership in good standing and every year thereafter that BCCT fees have been paid in full and a current Criminal Records Check is on file with the Teachers Regulation Branch of the Ministry of Education.
23. If the Teacher does not comply with paragraph 22, the Board may terminate or Director may suspend the Teacher without pay from their duties and not permit them to return to their duties until they comply with these paragraphs.

SECTION 15

TERMINATION

24. The Society may terminate this Agreement at any time for cause with no compensation for anticipated earnings.
25. Without limiting the generality of paragraph 24, cause to terminate this Agreement includes:
 - (a) any material breach of the provisions of this Agreement by the Teacher;
 - (b) those matters which are specified to constitute cause under the terms of this Agreement;
 - (c) failure by the Teacher to carry out their duties and responsibilities under this Agreement or to follow the directions of the Director or the Dean;
 - (d) conduct of the Teacher inconsistent with the policies of the Society, including the Code of Conduct, Community Standards Policy, or anything which, in the sole discretion of the Board, tends to bring the Teacher or the School into disrepute;
 - (e) a material non-disclosure or misrepresentation by the Teacher in carrying out their duties and responsibilities under this Agreement or in regard to the terms of this Agreement;
 - (f) failure of the Teacher by reason of illness or mental or physical disability or incapacity to be able to reasonably perform their duties;
 - (g) gross incompetence;
 - (h) a substantial decline in enrolment at the School; and
 - (i) any and all omissions, commissions or other conduct which would constitute cause at law, in addition to the specified causes.
26. The Society may terminate this Agreement for any reason other than for cause by providing to the Teacher:
 - (a) Written notice at least 30 days prior to the day of termination as determined by the Director;
 - (b) payment of salary in lieu of such notice to be paid in the manner set out in the B.C. Labour Code; or
 - (c) any combination of such written notice or annual salary in lieu thereof as determined by the Board in its sole discretion,

provided, however, that upon termination of this Agreement in accordance with paragraphs 26(b) or (c) the Teacher shall forthwith make reasonable efforts to obtain alternative employment and if such employment is obtained by the Teacher during the applicable notice period provided for under this Agreement, then the Society shall from the date of commencement of the alternative employment until the end of such applicable notice period pay to the Teacher in lieu of notice the difference between the annual salary of the Teacher at the date of termination and his remuneration under the alternative employment.

27. If the Board in consultation with the Director and Dean are of the opinion that the Teacher's performance is unsatisfactory, the Director, on behalf of the Board, shall forthwith give the Teacher written notice thereof, together with particulars of deficiencies and expected improvements. Failure by the Teacher to reach a satisfactory level of performance within a reasonable time after such notice is cause for termination pursuant to paragraphs 24 to 25 of this Agreement.
28. The Teacher may terminate this Agreement by providing the Board or Director written Notice of termination 3 months prior to the day of termination.
29.
 - a) At the time of termination of this Agreement any property or information in any form (electronic, software, web-based, etc.) that belongs to the school or is confidential in nature to the school must be returned to the school (or destroyed as directed by the Director or Dean).
 - b) Any dispute concerning termination of this Agreement by the Society shall be resolved in accordance with paragraphs 35 and 36 of this Agreement.

SECTION 16

NOTICE

30. Any notice or other communication required to be given under this Agreement shall be in writing and delivered in person to the Teacher or delivered by hand or by courier to the Teacher at the address set out above or such other address as the party may designate to the other in writing.

SECTION 17

SCHEDULES

31. The Schedule(s) to this Agreement may be amended from time to time by agreement of the parties.

SECTION 18

ENTIRE AGREEMENT AND MODIFICATION

32. Except for policies and directives made or given by the Board, Director, or Dean from time to time that is not inconsistent with this Agreement, no amendment or addition to this Agreement shall be effective unless made in writing and properly executed by the parties.

SECTION 19

SEVERABILITY

- 33.1 Should any part of this Agreement be declared invalid, this shall not affect the validity of the remainder of this Agreement which shall remain in force and effect as if this Agreement had been executed without the invalid portion of this Agreement.
- 33.2 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
- 33.3 Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are approximately caused (I) by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

SECTION 20

NON-WAIVER

34. A consent or waiver, express or implied, by a party to or of a breach of an obligation under this Agreement by the other party, shall not constitute a consent or waiver to or of any other breach of the same or any other obligation of such party. Failure on the part of a party to complain of a breach of obligation under this Agreement by the other party shall not constitute a waiver by such party of its rights under this Agreement.

SECTION 21

DISPUTES

35. The Parties agree that all disputes concerning the interpretation, application, operation or alleged breach of this Agreement shall be resolved in the following manner:
 - (a) The Teacher and Director shall meet within two weeks of the dispute arising and attempt to resolve the dispute between them.
 - (b) If the dispute is not satisfactorily resolved under paragraph (a) within two weeks after completion of the process under that paragraph, and if the parties proceed with the dispute, then the parties shall submit the dispute to the Board for resolution in accordance with the procedures of the Board.
36. The parties agree that the decision of the Board under section 35(b) is final and binding on the parties.

SECTION 22

ACKNOWLEDGMENT OF AGREEMENT

37.1.1 The Teacher acknowledges that he/she has received and read the school's Code of Conduct, Community Standards Policy, and statement of faith as attached and that these are binding on the Teacher in accordance with the terms and conditions of this Agreement.

37.1.2 The Teacher and Society acknowledge that they have read and understood all the terms of this Agreement including its Schedules attached and that they execute this Agreement voluntarily and of their own free will.

SECTION 23

SUCCESSORS

38. The rights and obligations of the parties under this Agreement shall be binding upon the heirs, executors, administrators, legal personal representatives, successors and assigns of the parties and may not be assigned by either party without the prior written consent of the other party.

SECTION 24

GOVERNING LAW

39. The laws of the Province of British Columbia shall govern this Agreement.

SECTION 25

EXECUTION

IN WITNESS WHEREOF the parties to this Agreement have executed this Agreement on the _____ day of _____, in the year of _____.

By: _____
Signature of Director

Bernadette Pitcher
Director

THE TEACHER in the presence of:)

SCHEDULE A **STATEMENT OF FAITH**

Northgate Christian Education Society

THE HOLY SCRIPTURES: I believe the Bible is God-inspired, inerrant and infallible (2 Timothy 3:16,17).

THE ETERNAL GODHEAD: I believe God is Triune: Father, Son and Holy Spirit (2 Corinthians 13:14).

THE FALL OF MAN: I believe that man was created in the image of God, but that by voluntary disobedience he fell from perfection (Romans 5:12).

THE PLAN OF SALVATION: I believe that while we were yet sinners Christ died for us, signing the pardon of all who believe on Him (John 3:16; Romans 5:8).

SALVATION THROUGH GRACE: I believe that we have no righteousness and must come to God pleading the righteousness of Christ (Ephesians 2:8).

REPENTANCE AND ACCEPTANCE: I believe that upon sincere repentance, and a whole-hearted acceptance of Christ, we are justified before God (1 John 1:9).

THE NEW BIRTH: I believe that the change which takes place in the heart and life at conversion is a very real one (2 Corinthians 5:17; Galatians 2:20).

DAILY CHRISTIAN LIVING: I believe that it is the will of God that I am sanctified daily, growing constantly in my faith (Hebrews 6:1).

BAPTISM AND THE LORD'S SUPPER: I believe that baptism by immersion is an outward sign of an inward work (Matt. 28:19). I believe in the commemoration of the Lord's Supper by the symbolic use of the bread and juice of the vine (1 Corinthians 11:24, 25).

BAPTISM WITH THE HOLY SPIRIT: I believe that the Baptism with the Holy Spirit is to endue the believer with power; and that His incoming is after the same manner as in Bible days (Acts 2:4). I believe that those who experience Holy Spirit baptism today will experience it in the same manner that believers experienced it in the early church; in other words, I believe that they will speak in tongues—languages that are not known to them (Acts 1: 5, 8; 2:4).

THE SPIRIT-FILLED LIFE: I believe that it is the will of God that I walk in the Spirit daily (Ephesians 4:30-32).

THE GIFTS AND FRUIT OF THE SPIRIT: I believe that the Holy Spirit has gifts to bestow upon the Christian; and that I should show spiritual fruit as evidence of my Spirit-filled life (1 Corinthians 12:1-11; Galatians 5:22).

MODERATION: I believe that the experience and daily walk of the believer should never lead him into extremes of fanaticism (Philippians 4:5).

DIVINE HEALING: I believe that divine healing is the power of Christ to heal the physically sick in answer to the prayer of faith (James 5:14-16).

THE SECOND COMING OF CHRIST: I believe that the second coming of Christ is personal and imminent (1 Thessalonians 4:16, 17).

CHURCH RELATIONSHIP: I believe it is my sacred duty to identify ourselves with the visible Body of Christ (Acts 16:5; Hebrews 10:25).

CIVIL GOVERNMENT: I believe that rulers should be upheld at all times except in things opposed to the will of God (Romans 13:1-5).

THE FINAL JUDGEMENT: I believe that all shall stand some day before the judgment seat of God, and there receive eternal life or death (2 Corinthians 5:10).

HEAVEN: I believe that Heaven is the glorious eternal home of born-again believers (John 14:1-3; Revelation 7:15-17).

HELL: I believe that hell is the place of eternal torment for all who reject Christ as the Savior (Revelation 20:10,15).

EVANGELISM: I believe that soul winning is the most important responsibility of the every believer (James 5:20).

TITHES AND OFFERINGS: I believe that the method ordained of God for the support and spread of His cause is by giving of tithes and free-will offerings (Malachi 3:10; 2 Corinthians 9:7).

Teacher Signature acknowledges understanding

Date

SCHEDULE B – Teacher Qualifications

- I. Professional Training and Certification
 - A. The Teacher shall meet the following basic academic qualifications:
 1. Certified by the B.C. College of Teachers;
 2. Qualify for an Independent Schools Certificate.
- II. Christian Academic Training
 - A. The basic academic training of the Teacher shall require at least fifteen credits.
 - Total 3 credits allowed for attendance at a Christian teacher conference or seminar lasting a minimum of 3 days.
 - Minimum of 9 credits at a 300, post-secondary level in the following areas a) Christian Worldview b) Christian School curriculum development, personal evangelism, missions or theological studies
 - .6 credit for every year of teaching a Gagliardi Academy to a maximum of 6 credits (ie 10 years experience).
 - B. These courses must be taken for credit. Audited courses are not acceptable for meeting the requirement of paragraph II. A.
- III. Criteria for Evaluation of Required Bible Credits
 1. Each Course will be evaluated on the basis of:
 - a) The number of hours of instruction
 - b) Reading required
 - c) Responses (i.e. exams, papers, tests) expected
 2. Formula – 90 hours equals 3 credits
- IV. If the Teacher does not meet the requirements of paragraph II of Schedule B, he shall take at least one three-credit course per year until those requirements are met. Tuition fees for required courses are the sole responsibility of the Teacher unless the Director chooses to reimburse all or any part of the tuition fees. Under rare conditions, the Director may elect to waive all or part of the requirements of paragraph II of Schedule A where it is reasonably clear from the Teacher's contribution to Christian Missions or Education that he/she already possesses the insight that such course or courses would give.
- V. The Teacher shall satisfy the requirements of paragraph II of Schedule B no later than five School Years after the date on which he commenced employment at the School, or as the Director may determine. Salary grid adjustments will be suspended if this requirement is not met by the end of the 5th year of employment. Such suspension will be lifted when requirements of paragraph II. A are met.

SCHEDULE C – Duties of a Teacher

Any duties, committees, and extra-curricular activities including those that may arise during the school year will be divided by the administration in consultation with the teachers in a fair and equitable manner among the teaching staff. They are Contract – Teachers – **Date:** .doc

divided according to a teacher's gifts and abilities and in consideration of the teacher's FTE. Some of these but not limited to this list are as below:

- (a) meet the governmental curriculum requirements for each course taught by the Teacher, recognising that religious and moral training is of central importance to the entire curriculum;
- (b) conduct his/her daily activities according to a program approved by the Director and submit course outlines to the Dean by September 30 of each and every school year;
- (c) during the School Year, arrive at the School before students are expected and remain at the school until after the students leave or provide adult supervision if it is necessary for the Teacher to leave before the students;
- (d) not leave any student unattended at the School or in any place where the school is responsible for the student;
- (e) attend all staff and other meetings as directed by the Director from time to time;
- (f) attend all professional development days and complete professional development courses as required from time to time;
- (g) be available to meet with parents to discuss their student progress and assist them in solving problems, especially those affecting the smooth and efficient operation of the School as an educational institution;
- (h) co-operate with the Director, Dean, and other staff members in the classification of students by giving diagnostic, achievement, grading or intelligence tests as directed, or if not qualified to do so, by allowing such tests to be given by a qualified person assigned by the Dean;
- (i) prepare reports as directed by the Dean and record student data and cumulative records before the end of the School Year;
- (j) submit to the Director in a timely fashion the names of students ready for promotion and the names of students not ready for promotion to the next grade and be prepared to discuss any doubtful cases;
- (k) maintain order and discipline in the classroom and co-operate with and assist other staff members in maintaining order throughout the School and areas for which the School is responsible; and
- (l) report to the Director all cases of injury or serious misconduct and assist in resolving such situations.

SCHEDULE D – Professional Development

- A. The Teacher shall be granted a minimum of two days annually for professional development for specified curriculum and in-service purposes. Meeting or Course attendance must be verified. Pay deduction will result if meetings or seminars are not attended.
- B. The Director may pay some or all of the tuition fees for a course or courses taken at a recognised college or university, provided that:
 1. The course or courses are completed successfully; and
 2. The Teacher is employed by the Society for the School Year subsequent to the taking of the course or courses.

Transportation, accommodation and meals are at Teacher expense. Specific hardship cases will be considered on their merit.

SCHEDULE E - Benefits

The Teacher, subject to eligibility, shall be provided with benefits as listed:

1. The Board approved benefits package which includes the following general provisions:
 - a. Long-term disability, for which the employee pays the premium
 - c. Accidental death and dismemberment, a premium paid by the employee
 - d. Extended health care, premium paid by the school
 - e. Basic dental care, premium paid by the school
2. Requirements to Qualify:
 - a) Teaching Staff contracts must meet a minimum of .75 FTE to qualify for benefits with Gagliardi Academy.
 - b) The teacher must be a Regular/Permanent employee of Gagliardi Academy to qualify for benefits to apply
 - c) Waiting Period for Benefits package is 3 months (i.e. employment start Sept 1st, coverage commences December 1st) for all new Teachers.

SCHEDULE F – Holidays/Vacation Days

1. Christmas Break.
2. Spring Break.
3. Summer Holidays - to be taken during the period commencing July 1 to two weeks prior to commencement of the School Year. One week during July/August is also to be used by the Teacher on School business at the discretion and direction of the Director or Dean, or engaging in other professional development and upgrading as agreed between the Teacher, Director or Dean.
4. All Statutory Holidays.

SCHEDULE G – Teacher Leave

- A. After a minimum of five years consecutive employment at the School, the Teacher may apply to the Director for a one-year leave of absence. If the leave is not for professional development, it shall be without pay. If the leave is for professional development, the Director, in consultation with the Board may, at its sole discretion, elect to pay none, all or some part of the Teachers pay during the leave of absence. The Director may accept or reject any such application for a leave of absence at its discretion.
- B. One FTE Teacher shall be entitled to:
 - Maximum of 10 paid sick days per year. After 3 consecutive days, a doctor's note will be required. Sick days cannot be accumulated and will be reset to zero at the beginning of each and every new school year. One FTE Teacher shall be entitled to use up to 5 days of their 10 paid sick days to meet responsibilities related to the care and health of a member of the employee's immediate family. Sick days will be pro-rated for Teachers with less than one FTE.
 - a maximum of three unpaid discretionary days to be approved in advance by the Principal and used as they see fit
 - Up to 1-year unpaid maternity/paternity leave
 - Up to 10 days with pay for jury duty
 - Up to 3 days leave for bereavement or compassionate leave per year, with pay, in the event of death or critical illness in the Teacher's immediate family. For purposes of this section, immediate family shall be defined as a spouse, child or grandchild, parent or grandparent, guardian, brother or sister, mother-in-law or father-in-law,

brother-in-law or sister-in-law, daughter-in-law or son-in-law, and any person who lives with the employee as a member of the employee's family.

SCHEDULE H

Northgate Christian Education Society

COMMUNITY STANDARDS POLICY and CODE OF CONDUCT

At Northgate Christian Education Society (NCES) the faculty and Board are called to promote and advance the vision and mission of Phil & Jennie Gagliardi Academy (the "School") to the people of the Comox Valley. In order to do so, the faculty and Board are expected to adhere to the standards of conduct that NCES holds for itself.

The School Standards of conduct are found in various documents, policies, employment contracts and handbooks. This policy is not intended to replace those standards but to restate and add to them. NCES Faculty must, as a term and condition of their employment, support and adhere to the standards of conduct held by the School, wherever such requirements are found. Likewise, board members shall only hold office if they support and adhere to the same standards of conduct. As these people occupy positions of leadership within the School, these standards must be adhered to in their public and private life and in school related and non-school related activities.

The code of conduct for our school is rooted in the great command of Jesus to love God and love your neighbour (Matt 22:37-40). Our school is a *community*. We demonstrate our love for one another in our school community by being willing to conduct our lives – through speech and behaviour – in a way that honours God and gives dignity, acceptance and respect to others.

Faculty and Board members can demonstrate that they love the students and all others in the school community by promoting a safe and accepting school culture where students are protected from harassment and bullying, regardless of sexual orientation, gender identity or belief system.

Faculty are called to love and respect all students; not just the ones easy to like.

Be kind, helpful, and encourage students.

Stop all bullying behaviour in hallways, classrooms and grounds including teasing, verbal "digs", cyber-stalking, gossiping among peers, and physically harming another.

Be inclusive, considerate, and help students respect the diversity of others regardless of sexual orientation, gender identity or belief system.

Do not judge one another.

Never cause anyone harm whether it be emotional with your words or physical with your fists; don't fight, bully, harass or tease each other.

The following particular standards of conduct of NCES are important non-exhaustive examples of how Faculty and the School Board are to live as members of the School.

- Demonstrate clear and active support for Christian education, but not excluding of other forms of education.
- Active membership in a Christian church.
- Respect for the sanctity of life; and opposition to abortion.
- Refrain from the activities such as homosexuality (Rom. 1:26-28, Lev. 20:13, 1Cor. 6:9), sexual relationships outside of heterosexual marriage, and the use of pornography, or other sexually explicit material.
- Refrain from the abuse of alcohol, drugs, and any illegal substance.
- Refrain from criminal activity or serious civil wrongdoing

NCES is also a place of diversity and the potential exists for there to be differences in the school regarding whether certain conduct breaches the standards of conduct of NCES. In the case of such differences that remain unresolved, the board of NCES shall make the final determination concerning such matters.

Where this policy is a condition of a contract of employment, the consequences of a breach of a standard of conduct and Contract – Teachers – **Date:** .doc

the dispute resolution procedure will be governed by the contract of employment as stated therein.

In cases where this is not the case, then the consequences of breach will be determined on a case-by-case basis in view of the relevant circumstances. The consequences of a breach may involve a letter of reprimand, suspension from duties and termination, again depending on the nature and seriousness of the breach. For some single instances of a breach, such as serious sexual misconduct, immediate termination may be the consequence. In cases of less serious breach, some form of progressive discipline may be imposed. In all cases of breach, discernment will be exercised to recognise the difference between a single and deeply regretted mistake and a flagrantly disobedient lifestyle, which is not open to correction.

In these cases, all disputes pertaining to community standards will be resolved directly between the involved parties; failing which the dispute will then be resolved by the School Board in accordance with its policies and procedures.

This is a policy of the Board of the NCES and is also incorporated into and subject to the terms and conditions of the School employment contracts. This policy is also a vital contractual agreement that:
in cases of doubt as to the meaning, it is to be interpreted and determined by the Board; appeals can be made as stated in Teacher Contract in Section 21 (b)
Any changes to this Community Standards Policy must only be made by the Board.

Development and Implementation of a Community Standards Policy - © SCSBC 09/00, Approved for NCES 05/05, revised December 31, 2016, and February 22, 2017.

Teacher Signature: _____ Date: _____