

If either party requests reasons for termination of contract, the party giving notice of termination must provide reasons. The request for reasons must be made within seven days of receipt of notice of termination.

Teachers should carefully consider any requests for resignation by employing boards, principals, or others under the employ of the board. If a teacher resigns under pressure or otherwise, all legal rights under the contract are forfeited.

Discussion with local association representatives or with a staff officer of the Society before submitting a resignation is advisable.

The *Public Schools Act* stipulates that a board which receives a complaint about the competency or character of a teacher shall not terminate its agreement with the teacher unless it has communicated the complaint to the teacher and given the teacher an opportunity to appear before the board in person or by the teacher's representative to answer the complaint.

(b) Limited Term Teacher-General Contract

The *Limited Term Teacher-General Contract* is designed for use in situations where a teacher is employed by a school board on a temporary basis, primarily for replacing teachers on leave. It may be terminated in one of the following ways:

1. On the specified date indicated on the contract.
2. In the case of a replacement for a teacher under a *Teacher-General Contract*, the day prior to the day the teacher being replaced resumes duties in the classroom.
3. By written mutual consent of the school board and the teacher prior to the expiry date set out in (1) above.
4. On the date the teacher ceases to hold a certificate.
5. On June 30th next following the date set out in clause 1 of the agreement.

6. By written notice given at least one month prior to the 31st of December, terminating the contract on the 31st of December, but the party giving notice of termination shall, on request, give to the other party the reason or reasons for terminating this agreement.

7. By one month's previous notice in writing given by either party to the other in case of an emergency affecting the welfare of the school division or school district or of the teacher, provided that the school board may, in lieu of one month's notice, as aforesaid, pay the teacher one month's salary.

When termination occurs, except under (1), (2) or (5) above, the teacher should contact the Society for assistance.

DUE PROCESS PROVISIONS

Legislation states that the teacher may ask the board for reasons for termination, and provides additional protection against unjust termination. Such protection against unjust termination applies to teachers who have been employed by the school board under an approved form of agreement for more than one full school year.

A teacher who has previously been employed by another school board in the province for more than one full school year, within three years of obtaining employment with the current employing school board, will qualify for due process protection from the time of employment.

GRIEVANCES

Grievances arising out of the collective agreement may be resolved through procedures stipulated in the collective agreement.

For additional information, please see "Contract and Due Process" on Website. Select MTS Library / Handbooks.

Teachers' Contractual Rights & Responsibilities



A teacher, having entered into a contractual agreement with a school division or school district, assumes certain responsibilities and enjoys certain rights. This pamphlet is published to inform beginning teachers and teachers new to the Province of Manitoba of their contractual rights and responsibilities.

WHAT CONSTITUTES AN AGREEMENT TO TEACH?

A *verbal* agreement between a teacher and employing school division is binding on both parties.

The employer is the school division, not the school principal. Hence, binding verbal agreements must be made by the school board or by the appropriate official of the school division. This is usually the superintendent.

School boards are required to offer a written agreement once a verbal agreement has been reached. This written agreement usually consists of *Teacher-General Contract* or *Limited Term Teacher-General Contract* - standard contract forms approved by the Minister of Education and Advanced Learning. *Teacher-General Contract* is to be used for all regular employment situations. *Limited Term Teacher-General Contract* is to be used only for temporary employment situations - almost always as a replacement for a teacher on leave. A teacher should insist on receiving the appropriate form of contract. The Winnipeg School Division uses a modified version of the *Teacher-General Contract* and *Limited Term Teacher-General Contract* forms.

A teacher, having made a verbal agreement, is obligated to sign the written contract when it is received.

Any teacher experiencing difficulty in obtaining a contract or the correct form of contract should contact The Manitoba Teachers' Society immediately.

DATE OF COMMENCEMENT OF SERVICE

Teaching contracts (i.e. *Teacher-General Contract*) specify the date on which service commences. This is usually the first teaching day of the Fall or Spring Term. In some cases the date of commencement coincides with the start of a new semester.

Some school principals or divisions may request that new or beginning teachers report a few days early for orientation sessions. While such requests are not legally binding, new teachers may welcome this opportunity to

familiarize themselves with the setting in which they will be teaching.

SALARY

The individual teaching contract obligates the employer to pay the teacher in accordance with the collective agreement.

All teaching salaries in Manitoba are determined by collective agreements which are negotiated locally between the teachers' association and the school board.

In all cases, the salary paid will be that provided for in the negotiated collective agreement.

Deductions for items such as income tax, pensions, life insurance, and professional fees significantly reduce the "take-home" pay. Expect never to see a quarter to a third of your gross salary!

TEACHING RESPONSIBILITIES

When a teacher signs a contract with a school board, the teacher agrees

"... to diligently and faithfully carry out the teaching assignment and other duties he or she is assigned by the school board in accordance with the Acts and regulations of Manitoba."

This means that a teacher is not employed to teach in a specific school or specific subjects. Where teachers hold teaching certificates that restrict the grade levels and/or subjects which they may teach, this restriction must be honored by the employing school board.

Other responsibilities outlined under the *Public Schools Act* and Manitoba Regulation 468/88R include:

- teaching faithfully according to terms of the agreement and regulations;
- keeping an attendance record;
- maintaining order and discipline;

- furnishing information requested by the Minister of Education and Advanced Learning;
- notifying the principal of students with communicable diseases;
- seizing and reporting any dangerous weapon carried by a student;
- ongoing professional development
- providing parents or guardians with reports on student progress;
- admitting student teachers to the classroom;
- being on duty at least 10 minutes before school starts in the morning and at least five minutes before afternoon session opens.

TERMINATION OF SERVICE OR CONTRACT

(a) Teacher-General Contract (post 2004)

The written contract (*Teacher-General Contract*) which a teacher signs when agreeing to teach in a school division continues from year to year unless terminated in one of three ways. Hence, teachers do not have to sign yearly contracts in order to maintain employment with the same school board. Indeed, teachers are advised not to do so since this may jeopardize their right to due process.

Termination of contract may occur as follows:

1. By mutual consent of the teacher and the employing board, at any time.
2. Through written notice of either party by April 30th for June 30th termination, and by November 30th for December 31st termination.
3. By one month's written notice by either party in the case of an emergency affecting the welfare of the division or the teacher, provided that the school board may, in lieu of one month's notice, as aforesaid, pay the teacher one month's salary.

The party terminating the contract under (3) can be required to prove that an emergency exists.