



CONTRACT — AND — DUE PROCESS

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PREAMBLE

Prior to December 7th, 2004, the form of agreement between teachers and school boards was set out under the provisions of the *Public Schools Act*. Teachers offered permanent employment signed a Form 2 contract and teachers offered temporary employment signed a Form 2A contract.

On December 7th, 2004, the Minister of Education and Training issued Regulation 218/2004 to the *Public Schools Act*. Teachers offered permanent employment after this date will be signed to a Teacher – General Contract. Teachers offered temporary employment after this date will be signed to a Limited Term Teacher – General Contract. Both the Teacher – General Contract and Limited Term Teacher – General Contract incorporate a number of changes in the form of agreement between school boards and teachers from the previous Form 2 and 2A contracts including:

1. As per the previous Form 2 contract, teachers signed to a Teacher – General Contract are allowed to provide notice to terminate their contract twice a year (effective December 31st or June 30th) but, in the case of a June 30th termination date, are required to provide such notice two months prior to June 30th instead of one month as per the Form 2 contract.
2. If a teacher has taught for two consecutive full years for a school board under a Limited Term Teacher – General Contract, and accepts employment as a teacher with that school board for a third consecutive year, the school board must sign the teacher to a permanent contract (Teacher – General Contract). For the purpose of this clause, a teacher is considered to have completed a full year of service if he or she has taught full-time or part-time under a single Limited Term Teacher – General Contract from the first teaching day of a fall term to the last teaching day of the next following spring term. Furthermore, the preceding two-year period under term contracts is deemed to have been completed under a permanent contract for the purpose of accumulating sick leave and determining length of service. Where teachers are under a collective agreement containing provisions pertaining to the obligation of the school board to provide a teacher with a permanent contract after a period of service on term contracts, and these provisions are superior to the minimum provisions as set out in the Regulation, the collective agreement provisions shall apply.
3. Teachers currently signed to a Form 2 contract are not required to sign the new form of contract and the terms and conditions of their existing agreement continue to remain in effect, including the obligation to provide notice of termination no later than one month prior to a termination effective June 30th. **If you are currently on a Form 2 contract and are asked to sign a new contract, do not sign. Immediately contact your local association or MTS.**

Substitute Teacher Form of Agreement

The Substitute Teacher form of agreement can be found in Appendix E, however, none of the information contained in this booklet pertains to the Substitute Teacher form of agreement. If you have any questions regarding this matter, please contact your local association or MTS.

INTRODUCTION

WHAT CONSTITUTES AN AGREEMENT TO TEACH?

A teacher signs an individual contract with the employing school division. Thus, the individual is contracted to teach in the school division and to work under the conditions of the local association collective agreement which includes salary, benefits and working conditions.

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 or Limited Term Teacher - General – standard contract forms approved by the Minister of Education and Training. Teacher - General is to be used for all regular employment situations. Limited Term Teacher - General 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 an approved modification of Teacher - General or Limited Term Teacher - General.

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.

A. THE INDIVIDUAL AGREEMENT

1. Definition

Teacher - General – Ongoing teaching contract

A written agreement between the school division or school district and the teacher signed by the parties thereto and sealed with the seal of the division or district. The form of the agreement, unless otherwise authorized by the Minister of Education and Training, shall be Teacher - General. (See Appendix A. Appendix F describes some negotiated limits to the use of Limited Term Teacher – General.) The Winnipeg School Division currently uses a modified version of Teacher General Contract (See Appendix B.)

Limited Term Teacher - General – Fixed term contract

For term employment, where the teacher replaces another teacher for a specific term, the form of agreement, also approved by the Minister of Education and Training, is Limited Term Teacher - General. (See Appendix C. Appendix F describes some negotiated limits to the use of Limited Term Teacher – General.) The Winnipeg School Division currently uses a modified version of Limited Term Teacher – General contract. (See Appendix D.)

2. Development of the agreement form

Before 1928, teachers were hired on the basis of oral contract or the exchange of letters. Boards and teachers were free to decide when they chose to terminate the agreement between them, except as restricted by the common law, although the normal period of engagement was considered to be for the school year. The result was that teachers might decide to seek a position elsewhere, or boards might decide to dismiss the teacher in the middle of the summer. Frequently boards waited until the examination results were out at the end of July before deciding whether or not to retain the teacher.

As a result of this unsatisfactory situation, the Manitoba Teachers' Federation took the initiative in drawing up a form of contract which it encouraged teachers and trustees to use. It proved popular and in about 1928, the Department of Education had a modification of it made into a statutory agreement form.

3. The form of agreement

Section 92(1) of the *Public Schools Act* states:

“Teachers’ agreements

92(1) An agreement between a school board and a teacher must

- (a) be in writing, and be in the form and contain the content prescribed by the minister;
and
- (b) be signed by the board and teacher, and sealed with the seal of the board.”

4. **Delivery of agreement to teacher**

Section 92(2) of the *Public Schools Act* states:

“Every school board after agreeing to employ a teacher shall, within two weeks, deliver to the teacher a written agreement in triplicate, duly executed by the school board and thereafter the teacher shall immediately execute the agreement upon receipt thereof and shall return two copies thereof to the school board.”

5. **Provisions of the agreement (See Appendix A)**

- (a) Date the agreement comes into effect.
- (b) Beginning date of employment with the school board – Item 1.
- (c) Full-time or part-time employment – Item 2.
- (d) Duties of the teacher – Item 3 (including Section 96 of *the Public Schools Act* (see Appendix G) and Sections 27 to 40 of Manitoba Regulations 468/88R of the *Education Administration Act*) (See Appendices H and I).
- (e) Salary and method of payment in accordance with the collective agreement – Item 4.
- (f) Holidays and vacations in accordance with *School Days Hours and Vacations Regulations*, Manitoba Regulation 101/95; sick leave provisions in accordance with the collective agreement or in the Acts and regulations of Manitoba – Item 5.
- (g) Recognition of accumulated sick leave and service under previous Limited Term Teacher – General contracts – Items 6 and 7.
- (h) Methods of terminating the agreement – Item 8.
- (i) Final payment in the event of termination – Item 9.

6. **Important considerations**

- (a) After a teacher has made a verbal commitment to accept a teaching position, there is a moral obligation to sign the written agreement. Failure to do so is considered a breach of contract. A verbal agreement is equally binding upon the employer. Section 92(7) of the *Act* notes the penalties for breach of agreements:

“A teacher who enters into an agreement with a school division or school district and willfully neglects or refuses to comply with the terms of the agreement is liable on the complaint of the school board to have his certificate of qualification suspended by a field representative and a school board that enters into an agreement with a teacher and willfully neglects or refuses to comply with the terms of the agreement is liable to pay to the teacher one month's salary at the rate stipulated in the agreement in addition to the salary to which he is entitled under the agreement.”

- (b) Permanent Contracts have had the effect of not only stabilizing a staff for the employer but giving the teacher more protection against irresponsible dismissals. The agreement is continuous from year to year unless terminated in accordance with the specified conditions. Teachers are advised not to sign new agreements each year while working for the same employer since this may affect their due process rights. An important requirement, in the event that either party wishes to terminate the agreement, is that notice be given by the end of April for termination effective the end of June or at the end of November for termination at the end of December.
- (c) A teacher should never resign under pressure. In a legal sense, a resignation is a voluntary act. Once a teacher resigns, all rights under the agreement are forfeited. Where a board (or superintendent or principal) demands, requests or advises a resignation, the teacher should consider the matter carefully before complying. Before making any decision in response to the request, demand or advice to resign, the teacher should contact The Manitoba Teachers' Society for consultation and advice.
- (d) If a board terminates an agreement on the basis of an emergency (Item 8(d) Teacher - General, see Appendix A), it must be prepared to prove that the presence of the teacher constitutes a true emergency. In the same way, a true emergency must exist before a teacher can terminate the agreement under this provision.
- (e) The general provisions of Sections 92(3) of the *Public Schools Act* should be noted:

“92(3) Where a complaint is made to a school board respecting the competency or character of a teacher, the school board shall not terminate its agreement with the teacher unless it has communicated the complaint to the teacher or his representative and given him an opportunity to appear personally or by representation before the school board to answer the complaint.”

7. Pledge of Confidentiality

When you sign your contract to teach, you may also be asked to sign a pledge of confidentiality.

The Manitoba Teachers' Society collaborated with the Manitoba School Boards Association in crafting this document. It acts as a reminder that the information you may receive regarding your students is of a confidential nature and should be treated as such. Most Boards have policy on how to deal with reporting to parents, guardians and such other individuals who, from time to time, may have custodial responsibilities for students. You should expect to receive a copy of the signed document for your own personal files.

A copy of the document agreed to is found in Appendix H. If you are being asked to sign a document that is different, please contact a staff officer in the MTS Teacher Welfare Department.

8. **Teaching Certificate Application Process for Graduates**

Students graduating with a Bachelor of Education degree from a Manitoba university can begin the application process for the Manitoba professional teaching certificate approximately three to four months prior to their convocation. The application form can be found on the Professional Certification Unit Manitoba Education and Training website. Once all required documents for certification are received showing conferral of the degree, with the exception of the final transcript, the applicant will receive an email from the Professional Certification Unit stating the above. Attached to the email is an Employment Eligibility Letter. This letter replaces the Grad Limited Teaching Permit. The letter contains the applicant's name and their Professional School Personnel number. The applicant may provide the letter to potential employers to be used for employment purposes for the time period between completion of their faculty requirements and their certification. Applicants who gain employment and hold the Employment Eligibility letter will have the experience they have earned recognized. Only students graduating from a Manitoba university are eligible for the Employment Eligibility Letter. The school divisions do not need to receive a letter from the university stating the applicant has met the faculty requirements.

B. DUE PROCESS: THE RIGHT TO A HEARING BEFORE AN INDEPENDENT BODY

1. History of the “due process” legislation

- (a) In 1956, as a result of a joint teacher-trustee request, legislation was passed giving teachers the right of due process after the second year of employment in a given school district. To provide this, sub-section (3) was added to Section 281 of the *Public Schools Act*. Some of the provisions later proved to be unsatisfactory. The purpose was not stated clearly. There was uncertainty about the powers of the arbitration board. Some of the procedures were cumbersome so that a case could go on for six months after a teacher was dismissed.
- (b) As a result, the teachers held further meetings with the trustees and in 1963, 281(3) was modified. The changes clarified that the arbitration board has the right and duty to reinstate the teacher where it finds that the reason given for terminating the agreement does not constitute cause for terminating the agreement. Also, the machinery and time limits were changed so that an arbitration begun in the spring could be cleared up by September.
- (c) During the years 1976-1980, the Society lobbied for extension of due process rights to all teachers and submitted proposed legislation to the government for inclusion in the new *Public Schools Act* passed in the spring of 1980. The Society's proposal was rejected by the Minister. Moreover, the concept of transferability of due process rights from one employer to another, for which a number of legislators had expressed support, and which was proposed at law amendments, also failed to win approval.
- (d) In August 1983, the legislature passed Bill 77 amending Section 92(5) to reduce the 20 teaching months required for acquiring due process rights to a period of employment under an approved form agreement exceeding one full school year as defined by the Minister.

A further amendment providing that the due process rights once established with one school board is portable to other school board employers was passed but proclaimed only during the Spring of 1984.

The effect of the legislation is that teachers retained by school boards beyond the first year of employment will have access to arbitration when dismissed.

The precise meaning of “one full school year” has been defined under Manitoba Regulation 471/88R as... “one fall term and the next following spring term or a spring term and the next following fall term.” [See Section 92(5) on Page 7].

2. Provisions

Section 92(4) of the *Public Schools Act*:

“Action on termination of agreement

92(4) Where an agreement between a teacher and a school board is terminated by one of the parties thereto, the party receiving the notice of termination may within seven days of the receipt thereof request the party terminating the agreement to give reasons for the termination, in which case the party terminating the agreement shall, within seven days from the date of receipt of the request, comply therewith and where the school board terminates the agreement of a teacher who has been employed by the school board under a prescribed agreement for more than one full school year, as defined by the minister by regulation, the following clauses apply:

- (a) the teacher, by notice in writing served on the school board within seven days of the date the reason for terminating the agreement was given, may require that the matter of the termination of the agreement be submitted to an arbitration board composed of one representative appointed by the teacher and one representative appointed by the school board and a third person who shall be chairman of the board of arbitration, mutually acceptable to and chosen by the two persons so appointed, none of whom shall be a member or employee of the school board;
- (b) each party to the agreement shall appoint its representative to the board of arbitration within 10 days of the serving of the notice by the teacher under clause (a);
- (c) where the members of the arbitration board appointed by the parties cannot agree on a decision, the chairman shall make the decision and his decision shall be deemed to be a decision of the arbitration board;
- (d) the issue before the arbitration board shall be whether or not the reason given by the school board for terminating the agreement constitutes cause for terminating the agreement;
- (e) where, after the completion of hearings, the arbitration board finds that the reason given for terminating the agreement does not constitute cause for terminating the agreement it shall direct that the agreement be continued in force and effect and subject to appeal as provided in *The Arbitration Act* the decision and direction of the arbitration board is binding upon the parties;
- (f) the arbitration board shall, within 30 days after its appointment make its decision and shall immediately forward a copy thereof to each of the parties and to the minister;
- (g) where a board of arbitration is appointed under this Part the remuneration to be paid to and the expenses incurred by the members of the board in carrying out their duties shall be borne equally by the parties to the dispute.”

Section 92(5) of the *Public Schools Act* states:

“Accumulated teaching service

92(5) Where a teacher enters into an agreement with a school board and has previously been employed as a teacher by that or one other school board in the province for more than one full school year within three years prior thereto, that prior period of employment shall, for the purposes of subsection (4), be deemed to be time during which the teacher was employed under the new agreement.”

3. **Important considerations**

- (a) The question arises why a teacher would want to remain in a district where the employer terminates the contract. Mainly, it is a matter of professional pride and reputation. Resigning under pressure or accepting dismissal without question may damage the professional competence of the teacher. The teacher may therefore prefer to have the matter ruled upon by an independent tribunal.
- (b) A related question is whether or not the teacher can function successfully in a community where the employer decides to terminate the contract and the teacher is reinstated as a result of an arbitration. Experience shows that in most instances the teacher is able to carry on satisfactorily, with the co-operation of the community and the employer.
- (c) It should, however, be noted that an arbitration can cut either way. Losing an arbitration can be interpreted as confirmation of incompetence by the teacher. Therefore, few teachers who are unsure of their competence will contest their dismissal before an arbitration board.
- (d) An important fact to note is that the due process laws have made it possible for rural communities to retain many competent teachers who would otherwise have sought employment in the urban centres where interpersonal relationships are less likely to influence the teacher's employment status.
- (e) Due process rights are contingent upon adherence to the specified time limits in the Act. Members are advised to contact the Society immediately upon receiving notice of termination so as to obtain assistance in following the proper procedure.

C. FREQUENTLY ASKED QUESTIONS FROM TEACHERS APPLYING FOR JOBS

Who can offer me a job?

A legitimate offer of employment can be made only by a Superintendent on behalf of the Board of Trustees. In larger Divisions this power may be delegated to a Personnel Officer. Although principals, consultants and board members may take part in the interview and/or selection process, the official offer of employment must come from the Board Office.

When do I get my contract for signing?

According to the *Public Schools Act* the school division is obligated to provide you with a contract to sign within two weeks of an offer of employment being made to you. When a verbal offer is made you should ask when you will receive your contract. You should follow up with the school division if you do not receive your contract in a timely manner.

What is the difference between a Teacher - General Contract and a Limited Term Teacher - General Contract?

A Teacher - General Contract is a regular contract between a teacher and a school board which offers ongoing employment after the first year and a day of teaching experience. This means that on the first teaching day of your second year, you are protected by the provisions of Section 92 of the PSA regarding termination of employment. This is referred to as tenure. A Limited Term Teacher - General Contract offers employment of a specific period of time and states the termination date on the contract. There is no guarantee of ongoing employment following the termination date.

What is the difference between a contract and a collective agreement?

A contract is the agreement between you and a school board which confirms your employment with that board. A collective agreement is the collection of clauses governing salary and working conditions which has been negotiated by the local teacher association and the board from each jurisdiction. In Manitoba, each school division bargains with its own teachers. In industrial and trade related language, the collective agreement is usually referred to as the contract, causing some confusion. Teachers presently have both a contract and a collective agreement.

What if I get a better offer after I have verbally accepted a job?

When you verbally accept a job offer, you have entered into a contract with the employer. A verbal acceptance of a teaching position is binding on you, just as a job offer is binding on the employer. You have the option of approaching the employer and asking to be released from your agreement, as an employer may be willing to accommodate such a request provided there is sufficient time and availability for you to be replaced.

Can my assignment be changed from what I was offered?

The needs of a school or division can change in the time between when you sign your contract and the beginning of a new school year. Your contract is with the Division and so you can be assigned to any school in that Division. Your teaching assignment should take into consideration your training and background, but your assignment may differ from what was discussed at the time of signing.

Do I have to accept a temporary contract in my first year with an employer?

If you have had no previous teaching experience in Manitoba, there is no risk to an employer in signing you to a permanent contract, as the first year is considered probationary and you will have no due process rights (tenure) until the beginning of your second year on that contract. The purpose of a temporary or term contract is to cover a specific absence for a specific period of time which is not to exceed one year. Accepting a temporary contract means that you may not be able to accumulate sick leave or seniority while on it, even if you continue with that employer for another year. When a choice is available, an employer that offers a permanent contract is preferable to one that doesn't.

Do I have to sign a pledge of confidentiality?

Yes, if your employer requests. According to the Personal Health Information Act your employer is obliged to ensure the confidentiality of information about students. The Manitoba Teachers' Society and the Manitoba School Boards Association have agreed to a confidentiality document that is appropriate for teachers to sign (see Appendix H).

What about providing criminal record and child abuse registry checks with my application?

Criminal Records and Child Abuse Registry checks provide prospective employers with information about your gender, age and marital status to which they are not entitled in the selection process according to Manitoba Human Rights legislation. These documents should be requested from you at the time a job offer is made but not before.

Do I have to agree to do extracurricular duties or to coach?

Many collective agreements have provisions governing extracurricular duties, so you need to check. In any case, a teacher should be wary of unreasonable expectations for voluntary work that can interfere with a successful year in the classroom.

Are professional development opportunities the same in all divisions?

No. Professional development opportunities vary greatly from division to division. Contact the local Association office to find out what happens in a specific division. The contacts are listed on the MTS website www.mbteach.org.

How can I find out how much a school division pays its teachers?

Every public school division in Manitoba has its own collective agreement with the Manitoba Teachers' Society's local teachers' association. You can find how much a school division is currently paying by looking in that collective agreement. The collective agreement not only contains the teachers' salary scale, but also includes provisions on benefits and working conditions which are as important as salary when evaluating a potential employer.

Where can I get a copy of a collective agreement?

Individual collective agreements for all school divisions in the province can be viewed and printed off the MTS website www.mbteach.org.

Where can I get advice or help about my contract and assignment?

A Teacher Welfare Services Staff Officer of The Manitoba Teachers' Society can be reached by calling 204-981-3055 (Teacher Welfare Dept) or 204-888-7961 (Reception) in Winnipeg, or 1-800-262-8803 outside of Winnipeg. Indicate that you need information and/or advice about employment issues.

APPENDIX A

TEACHER - GENERAL

SCHEDULE A

Teacher — General

THIS AGREEMENT is made on _____, 20 .

BETWEEN:

("the school board")

AND

_____ ; being the holder of certificate #: _____

("the teacher")

- 1 The school board employs the teacher and the teacher accepts employment with the school board beginning on _____.
- 2 The teacher will be employed: *[strike out the clause that does not apply]*
 - (a) full-time; or
 - (b) part-time, for the following portion of a full-time teacher's employment: _____.
- 3 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.
- 4 The school board agrees to pay the teacher in accordance with the collective agreement.
- 5 The parties agree that:
 - (a) the teacher is not required to work on days that are holidays or vacations, as set out in the *School Days, Hours and Vacations Regulation*, Manitoba Regulation 101/95;
 - (b) if absent due to illness, the teacher is entitled to receive his or her salary, without deduction, for the period specified in the sick leave provisions of the collective agreement or in the Acts and regulations of Manitoba.

- 6 If, immediately before entering into this agreement, a teacher has taught for the school board under a Limited Term Teacher – General agreement for two full consecutive years, that period is deemed, for the purposes of accumulating unused sick leave and determining length of service as a teacher, to have been completed under this agreement.

Unless the collective agreement provides a shorter period, for the purposes of this clause, a teacher is considered to have completed a full year of service if he or she has taught full-time or part-time under a single Limited Term Teacher – General agreement from the first teaching day of a fall term to the last teaching day of the next following spring term.

- 7 Clause 6 does not apply to a teacher who holds a limited teaching permit.
- 8 This agreement continues in force, and is deemed to be renewed from year to year, until it is terminated. This agreement is terminated

(a) when the teacher and the school board agree to terminate it;

(b) on December 31, if one party gives the other written notice, with reasons if requested, at least one month in advance;

(c) on June 30, if one party gives the other written notice, with reasons if requested, at least two months in advance;

(d) if either party gives the other one month's written notice, in the case of an emergency affecting the welfare of the school board or the teacher; but in this case the school board may pay the teacher one month's salary instead of giving written notice.

- 9 When this agreement is terminated, the final payment of salary is to be adjusted so that the total salary received by the teacher is in accordance with the following formula:

$$A = B \times C/D$$

In this formula,

A is the total salary to be received by the teacher;

B is the annual salary rate in effect for the teacher, pursuant to the collective agreement;

C is the number of days the teacher actually taught;

D is the number of days in the school year prescribed by regulation.

Teacher — General

10 In this agreement,

"**certificate**" means a teaching certificate, issued by the Minister of Education, Citizenship and Youth; (« brevet »)

"**collective agreement**" means the collective agreement between the School Division or District and the local teacher's association of The Manitoba Teachers' Society that is in effect during the term of this agreement. (« convention collective »)

SIGNED:

Chair

Teacher

Secretary-Treasurer

Witness to teacher's signature

Note: The school board's seal is required, and this agreement is to be delivered as set out in subsection 92(2) of *The Public Schools Act*.

APPENDIX B

**TEACHER – GENERAL –
WINNIPEG SCHOOL DIVISION**

SCHEDULE C

Regular Teacher — Winnipeg School Division

THIS AGREEMENT is made on _____, 20 .

BETWEEN:

The Winnipeg School Division

("Division")

AND

_____ ; being the holder of certificate #: _____

("the teacher")

- 1 The Division employs the teacher and the teacher accepts employment with the Division beginning on _____.
- 2 The teacher will be employed *[strike out the clause that does not apply]*
 - (a) full-time; or
 - (b) part-time, for the following portion of full-time employment: _____.
- 3 The teacher agrees to carry out the teaching assignment and other duties he or she is assigned by the Division or its Superintendent, diligently, faithfully and in accordance with the Acts and regulations of Manitoba and the Code of Rules.
- 4 The Division agrees to pay the teacher at the times, and in accordance with the salary schedules, set out in the collective agreement. But in December and June, payments will be made only after the teacher provides certified half-yearly returns and other reports.

Regular Teacher — Winnipeg School Division

- 5 The parties agree that:
- (a) the teacher is not required to work on days that are holidays – or subject to the collective agreement, vacations – as set out in the *School Days, Hours and Vacations Regulation*, Manitoba Regulation 101/95,
 - (b) if absent due to an illness that is certified in accordance with the collective agreement by a duly qualified medical practitioner or by the teacher, the teacher is entitled to receive his or her salary, without deduction, for the period specified in the sick leave provisions of the collective agreement or in the Acts and regulations of Manitoba.
- 6 If, immediately before entering into this agreement, a teacher has taught for the Division under a Limited Term Teacher – Winnipeg School Division agreement for two full consecutive years, that period is deemed, for the purposes of accumulating unused sick leave and determining length of service as a teacher, to have been completed under this agreement.
- Unless the collective agreement provides a shorter period, for the purposes of this clause, a teacher is considered to have completed a full year of service if he or she has taught full-time or part-time under a single Limited Term Teacher agreement from the first teaching day of a fall term to the last teaching day of the next following spring term.
- 7 Clause 6 does not apply to a teacher who holds a limited teaching permit.
- 8 This agreement continues in force, and is deemed to be renewed from year to year, until it is terminated. This agreement is terminated
- (a) when the teacher and the Division agree to terminate it;
 - (b) when the teacher ceases to hold a certificate;
 - (c) on December 31 or June 30, if one party gives the other written notice, with reasons if requested, at least two months in advance;
 - (d) if either party gives the other two month's written notice, in the case of an emergency affecting the welfare of the Division or the teacher; but in this case the Division may pay the teacher two month's salary instead of giving written notice.
- 9 The Code of Rules forms part of this agreement.

Regular Teacher — Winnipeg School Division
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10 In this agreement,

"**certificate**" means a teaching certificate or a clinician certificate issued by the Minister of Education, Citizenship and Youth; (« brevet »)

"**Code of Rules**" means the Code of Rules of the Division, as agreed to in the collective agreement; (« code de règles »)

"**collective agreement**" means the collective agreement between the Division and The Winnipeg Teachers' Association of The Manitoba Teachers' Society that is in effect during the term of this agreement. (« convention collective »)

SIGNED:

Chair

Teacher

Secretary-Treasurer

Witness to teacher's signature

Note: The Division's seal is required, and this agreement is to be delivered as set out in subsection 92(2) of *The Public Schools Act*.

Clinicians

If this agreement is between the Division and a clinician,

(a) all references to "teacher" are to be read as references to "clinician", and all references to "taught" are to be read as references to "served"; and

(b) clause 3 is to be read as follows:

The clinician agrees to carry out the duties he or she is assigned by the Division or its Superintendent, diligently, faithfully and in accordance with the Acts and regulations of Manitoba and the Code of Rules and his or her professional responsibilities.

APPENDIX C

LIMITED TERM TEACHER – GENERAL

SCHEDULE B

Limited Term Teacher — General

THIS AGREEMENT is made on _____, 20 .

BETWEEN:

("the school board")

AND

_____ ; being the holder of certificate #: _____

("the teacher")

- 1 The school board employs the teacher and the teacher accepts employment with the school board beginning on _____.
- 2 The teacher will be employed as a limited term teacher *[strike out the clause that does not apply]*
 - (a) full-time; or
 - (b) part-time, for the following portion of a full-time teacher's employment: _____.
- 3 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.
- 4 The school board agrees to pay the teacher in accordance with the collective agreement.
- 5 The parties agree that:
 - (a) the teacher is not required to work on days that are holidays or vacations, as set out in the *School Days, Hours and Vacations Regulation*, Manitoba Regulation 101/95;
 - (b) if absent due to illness, the teacher is entitled to receive his or her salary, without deduction, for the period specified in the sick leave provisions of the collective agreement or in the Acts and regulations of Manitoba;
 - (c) if the teacher's certificate is suspended for a period of time, the obligations of the parties are suspended for that same period.

Limited Term Teacher — General

6 If the teacher has taught for two full consecutive years for the school board under this form of agreement (Limited Term Teacher – General), and accepts employment as a teacher for the school board for a third full consecutive year,

(a) in that third year, the teacher will be employed under a Teacher — General agreement; and

(b) those two full years of service under this form of agreement (Limited Term Teacher) will be deemed, for the purposes of accumulating unused sick leave and determining length of service as a teacher, to have been completed under that Teacher — General agreement.

Unless the collective agreement provides a shorter period, for the purposes of this clause, a teacher is considered to have completed a full year of service if he or she has taught full-time or part-time under a single Limited Term Teacher agreement from the first teaching day of a fall term to the last teaching day of the next following spring term.

7 Clause 6 does not apply to a teacher who holds a limited teaching permit.

8 This agreement is terminated on the earliest of the following:

(a) on _____;

(b) if the teacher is employed as a replacement for another teacher who is under contract with the school board, on the day before that other teacher resumes his or her duties;

(c) on the day the teacher and the school board agree to;

(d) on the day the teacher ceases to hold a certificate;

(e) on the June 30 after the teacher begins employment under this contract.

This agreement may also be terminated during its term by either party

(a) on December 31, but only if the party terminating the agreement gives written notice, with reasons if requested, to the other party at least one month before December 31; or

(b) on one month's written notice given to the other party, if there is an emergency affecting the welfare of the school board or the teacher; but in this case the school board may pay the teacher one month's salary instead of giving written notice.

- 9 When this agreement is terminated, the final payment of salary is to be adjusted so that the total salary received by the teacher is in accordance with the following formula:

$$A = B \times C/D$$

In this formula,

- A is the total salary to be received by the teacher;
- B is the annual salary rate in effect for the teacher, pursuant to the collective agreement;
- C is the number of days the teacher actually taught;
- D is the number of days in the school year prescribed by regulation.

- 10 In this agreement,

"certificate" means a teaching certificate, issued by the Minister of Education, Citizenship and Youth; (« brevet »)

"collective agreement" means the collective agreement between the School Division or District and the local teacher's association of The Manitoba Teachers' Society that is in effect during the term of this agreement. (« convention collective »)

SIGNED:

Chair

Teacher

Secretary-Treasurer

Witness to teacher's signature

Note: The school board's seal is required, and this agreement is to be delivered as set out in subsection 92(2) of *The Public Schools Act*.

APPENDIX D

**LIMITED TERM TEACHER –
WINNIPEG SCHOOL DIVISION**

SCHEDULE D

Limited Term Teacher — Winnipeg School Division

THIS AGREEMENT is made on _____, 20 .

BETWEEN:

The Winnipeg School Division

("the Division")

AND

_____ ; being the holder of certificate #: _____

("the teacher")

- 1 The Division employs the teacher and the teacher accepts employment with the Division beginning on _____.
- 2 The teacher will be employed as limited term teacher *[strike out the clause that does not apply]*
 - (a) full-time; or
 - (b) part-time, for the following portion of a full-time teacher's employment: _____.
- 3 The teacher agrees to carry out the teaching assignment and other duties he or she is assigned by the Division or its Superintendent, diligently, faithfully and in accordance with the Acts and regulations of Manitoba and the Code of Rules.
- 4 The Division agrees to pay the teacher at the times, and in accordance with the salary schedules, set out in the collective agreement. But in December and June, payments will be made only after the teacher provides certified half-yearly returns and other reports.

Limited Term Teacher — Winnipeg School Division

- 5 The parties agree that:
- (a) the teacher is not required to work on days that are holidays – or subject to the collective agreement, vacations – as set out in the *School Days, Hours and Vacations Regulation*, Manitoba Regulation 101/95,
 - (b) if absent due to an illness that is certified in accordance with the collective agreement by a duly qualified medical practitioner or by the teacher, the teacher is entitled to receive his or her salary, without deduction, for the period specified in the sick leave provisions of the collective agreement or in the Acts and regulations of Manitoba; and
 - (c) if the teacher's certificate is suspended for a period of time, the obligations of the parties are suspended for that same period.
- 6 If the teacher has taught for two full consecutive years for the Division under this form of agreement (Limited Term Teacher – Winnipeg School Division), and accepts employment as a teacher for the Division for a third full consecutive year,
- (a) in that third year, the teacher will be employed under a Regular Teacher – Winnipeg School Division agreement; and
 - (b) those two full years of service under this form of agreement (Limited Term Teacher) will be deemed, for the purposes of accumulating unused sick leave and determining length of service as a teacher, to have been completed under that Regular Teacher – Winnipeg School Division agreement.
- Unless the collective agreement provides a shorter period, for the purposes of this clause, a teacher is considered to have completed a full year of service if he or she has taught full-time or part-time under a single Limited Term Teacher agreement from the first teaching day of a fall term to the last teaching day of the next following spring term.
- 7 Clause 6 does not apply to a teacher who holds a limited teaching permit.

Limited Term Teacher — Winnipeg School Division

- 8 This agreement is terminated on the earliest of the following:
- (a) on _____;
 - (b) if the teacher is employed as a replacement for another teacher who is under contract with the Division, on the day before that other teacher resumes his or her duties;
 - (c) on the day the teacher and the Division agree to;
 - (d) on the day the teacher ceases to hold a certificate;
 - (e) on the June 30 after the teacher begins employment under this contract.

This agreement may also be terminated during its term by either party

- (a) on December 31, but only if the party terminating the agreement gives written notice, with reasons if requested, to the other party at least one month before December 31; or
 - (b) on one month's written notice given to the other party, if there is an emergency affecting the welfare of the Division or the teacher; but in this case the Division may pay the teacher one month's salary instead of giving written notice.
- 9 When this agreement is terminated, the final payment of salary is to be adjusted so that the total salary received by the teacher is in accordance with the following formula:

$$A = B \times C/D$$

In this formula,

- A is the total salary to be received by the teacher;
 - B is the annual salary rate in effect for the teacher, pursuant to the collective agreement;
 - C is the number of days the teacher actually taught;
 - D is the number of days in the school year prescribed by regulation.
- 10 The Code of Rules forms part of this agreement.

Limited Term Teacher — Winnipeg School Division

11 In this agreement,

"**certificate**" means a teaching certificate or a clinician certificate issued by the Minister of Education, Citizenship and Youth; (« brevet »)

"**Code of Rules**" means the Code of Rules of the Division, as agreed to in the collective agreement; (« code de règles »)

"**collective agreement**" means the collective agreement between the Division and The Winnipeg Teachers' Association of The Manitoba Teachers' Society that is in effect during the term of this agreement. (« convention collective »)

SIGNED:

Chair

Teacher

Secretary-Treasurer

Witness to teacher's signature

Note: The Division's seal is required, and this agreement is to be delivered as set out in subsection 92(2) of *The Public Schools Act*.

Clinicians

If this agreement is between the Division and a clinician,

(a) all references to "teacher" are to be read as references to "clinician", and all references to "taught" are to be read as references to "served"; and

(b) clause 3 is to be read as follows:

The clinician agrees to carry out the duties he or she is assigned by the Division or its Superintendent, diligently, faithfully and in accordance with the Acts and regulations of Manitoba and the Code of Rules and his or her professional responsibilities.

APPENDIX E

SUBSTITUTE TEACHER

SCHEDULE E

Substitute Teacher

THIS AGREEMENT is made on _____, 20 .

BETWEEN:

("the school board")

AND

_____ ; being the holder of certificate #: _____

("the teacher")

- 1 The school board agrees to employ the teacher, and the teacher agrees to accept employment with the school board, to teach in place of another teacher as a substitute
 - (a) on the specific day or days agreed to by the parties in advance; and
 - (b) on any other days requested by the school board or its designate, subject to the teacher being available;
 during the following school year: _____.

- 2 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.

- 3 The school board agrees to pay the teacher in accordance with the collective agreement.

- 4 This agreement is terminated on the earlier of the following days:
 - (a) on the day that is the last day of the school year specified in section 1;
 - (b) on the day the teacher and the school board agree;
 - (c) on the day the teacher ceases to hold a certificate, or his or her certificate is suspended.

- 5 This agreement is effective the day it is made.

Substitute Teacher

6 In this agreement,

"**certificate**" means a teaching certificate, issued by the Minister of Education, Citizenship and Youth; (« brevet »)

"**collective agreement**" means the collective agreement between the school division or district and the local teacher's association of The Manitoba Teachers' Society that is in effect during the term of this agreement; (« convention collective »)

"**school year**" means the period beginning on July 1 of one year and ending on June 30 of the next year. (« année scolaire »)

SIGNED:

Chair

Teacher

Secretary-Treasurer

Witness to teacher's signature

Note: The school board's seal is required, and this agreement is to be delivered as set out in subsection 92(2) of *The Public Schools Act*.

Winnipeg School Division

Where Winnipeg School Division is the school board, clause 2 is replaced with the following:

- 2 The teacher agrees to carry out the teaching assignment and other duties he or she is assigned by the Division or its Superintendent, diligently, faithfully and in accordance with
- (a) the Acts and regulations of Manitoba; and
 - (b) the Code of Rules of the Division, as agreed to in the collective agreement.

M.R. 109/2005

APPENDIX F

LIMITED TEACHING PERMITS

LIMITED TEACHING PERMITS

Manitoba Education and Training expects all school authorities to make every effort to hire certified teachers for all positions. A Limited Teaching Permit is issued **only** when a school board is able to confirm a certified teacher is not available.

All Manitoba employers who offer employment to persons who do not hold a Manitoba teaching or school clinician certificate must act in accordance with Section 7 of The Education Administration Act and Section 23 of The Education Administration Act Manitoba Regulation 115/2015.

Education Administration Act

Limited teaching permits

7(1) The minister may grant to any person a limited teaching permit, in which the minister shall name the subject or subjects and the grade or grades or the level or levels, and the school to which the permit applies and state the period during which the permit is valid.

Cancellation

7(2) The minister may, in his absolute discretion, cancel any limited teaching permit before the end of the period stated therein.

Education Administration Act Regulation 115/2015

Limited teaching permits

23 Nothing in this regulation limits the ability of the minister to issue a limited teaching permit.

APPENDIX G

**SAMPLE OF CLAUSES EXCERPTED FROM
COLLECTIVE AGREEMENTS PERTAINING
TO EMPLOYMENT UNDER
LIMITED TERM TEACHER –
GENERAL CONTRACTS
(PREVIOUSLY REFERRED TO AS
FORM 2A CONTRACTS)**

MOUNTAIN VIEW

ARTICLE 27:00 - SUCCESSIVE TERM CONTRACTS

27.01

Any teacher employed by the Division on a Limited Term Teacher – General contract for two successive full school years shall, on employment for the third consecutive school year, be signed to a Teacher General contract and shall be deemed to have been employed under a Teacher General contract since the commencement of his or her successive duties under a Limited Term Teacher – General contract, and shall be entitled retroactively to seniority and sick leave. There shall not be more Limited Term Teacher - General contracts than the number of teachers on leave.

PEMBINA TRAILS

ARTICLE 4: RIGHTS

4.6 Teachers On Limited Term Teacher-General Contracts

- a) Teachers on Limited Term Teacher-General Contracts are those teachers engaged to perform a specific task, or for a specific period of time or until the occurrence of a specific event.
- b) Teachers with two (2) successive full school years of service under a Limited Term Teacher-General Contract shall, on employment for the third successive school year, be signed to a Teacher-General Contract.
- c) Notwithstanding the foregoing, should the Division expect the teacher to be employed in the third successive school year for a period of less than three (3) months, the Division may employ such teacher on a Limited Term Teacher-General Contract.
- d) A teacher who has been employed by the Division under a Limited Term Teacher-General Contract for two (2) successive school years and who subsequently is employed under a Teacher-General Contract, shall be deemed to have been employed under a Teacher-General Contract since the commencement of her or his duties under a limited term contract and shall be entitled retroactively to seniority and to unused sick leave days accrued since his or her date of hire under a Limited Term Teacher-General Contract.

PRAIRIE SPIRIT

3:05 Use of Form 2, Teacher General & Limited Term Teacher General Contracts

- 1) All permanent teachers shall be employed on a Form 2 or Teacher General Contract.
- 2) Limited Term Teacher General Contracts shall be used when hiring teachers to replace teachers who are on leave.
- 3) Teachers on leave shall advise their intentions (for the next year) no later than March 15th, of the year of leave. Those teachers on leave that have not indicated their intention by March 15th may be assigned to a different position within the school division.

For the purpose of this clause *teachers on leave* refers to those full time teachers who are on a leave of absence for a full year.

Prairie Spirit (cont'd)

- 4) A teacher employed by the division on a Limited Term Teacher General Contract shall be granted sick leave entitlement as outlined under 5:01 of the collective agreement.
- 5) If the teacher has taught for two full consecutive years for the division under this form of agreement (Limited Term Teacher General Contract), and accepts employment as a teacher for the division for a third full consecutive year,
 - a) in that third year, the teacher will be employed under a Teacher General Contract agreement; and
 - b) those two full years of service under this form of agreement (Limited Term Teacher General Contract) will be deemed, for the purposes of accumulating unused sick leave and determining length of service as a teacher, to have been completed under that Teacher General Contract agreement.

SEVEN OAKS

ARTICLE 5: Substitute Teachers, Teacher-General, Limited Teacher-General and Part-Time Teachers Contracts

- 5.05 Substitute teachers employed under a Limited Teacher-General contract for a definite period which exceeds sixty (60) teaching days shall receive the following benefits:
1. Teachers' Retirement Allowance Fund pension contribution;
 2. Accumulation of sick leave on a pro rata basis;
 3. Group Life Insurance as specified in Article 9;
 4. Salary Continuance as specified in Article 9.
- 5.07 Substitute teachers shall not be eligible for wages and/or benefits under this collective agreement other than those specified in this article.
- 5.09 Limited Teacher-General Contract Teachers
1. Upon appointment to ongoing continuous service beginning the 1997-98 school year, teachers with two (2) years of continuous service under a Limited Teacher-General contract shall be granted a permanent contract.
 2. The division shall not employ more teachers under Limited Teacher-General contract than there are teachers on leaves of absence.
 3. A teacher who has been employed by the division under a Limited Teacher-General contract and who subsequently is employed under a Teacher-General contract pursuant to 1. above, shall be deemed to have been employed under a Teacher-General contract since the commencement of his/her duties under a Limited Teacher-General contract and shall be entitled retroactively to all benefits arising therefrom.

SUNRISE

ARTICLE 11 – LIMITED TEACHER CONTRACT

A teacher who has been employed full-time or part-time in the Division under a Limited Teacher Contract (previously a Form 2A contract) for two successive entire school years shall, upon employment for the third consecutive year, be signed to a Teacher General contract and shall be entitled retroactively to seniority and sick leave.

APPENDIX H

PLEDGE OF CONFIDENTIALITY

and

**STATUTORY DEFINITION OF
PERSONAL HEALTH INFORMATION**

SAMPLE

PLEDGE OF CONFIDENTIALITY

As an employee of _____ School Division, I acknowledge and understand that I may/will have access to personal health information (see following page for statutory definition) about others, including students, the confidentiality and protection of which is governed by The Personal Health Information Act (the Act).

I further acknowledge and understand that the School Division has established written policies and procedures containing provisions for the security of personal health information in the Division's possession during its collection, use, disclosure, storage and destruction; provides for the recording of security breaches; and corrective procedures to address security breaches.

I further acknowledge that I have been provided orientation and that I have received or will receive ongoing training about these policies and procedures.

I acknowledge that I am bound by the policies and procedures established by the School Division in accordance with the Act and I am aware that a consequence of breaching them is subject to prosecution under the Act and/or disciplinary action.

(Date signed)

(Signature)

(Print name and position)

Statutory Definition

Personal Health Information

Excerpt from the Personal Health Information Act

Part 1

Introductory Provisions

"personal health information" means recorded information about an identifiable individual that relates to

- (a) the individual's health, or health care history, including genetic information about the individual,
- (b) the provision of health care to the individual, or
- (c) payment for health care provided to the individual,
and includes
- (d) the PHIN and any other identifying number, symbol or particular assigned to an individual, and
- (e) any identifying information about the individual that is collected in the course of, and is incidental to, the provision of health care or payment for health care

"PHIN" means the personal health identification number assigned to an individual by the minister to uniquely identify the individual for health care purposes.

APPENDIX I

THE PUBLIC SCHOOLS ACT

SECTION 96

DUTIES OF TEACHERS

Duties of teacher

96(1) Every teacher shall

- (a) teach diligently and faithfully according to the terms of his agreement with the school board and according to this Act and the regulations;
- (b) keep a record of attendance in the manner and in such form as required by the school board;
- (c) maintain order and discipline in the school;
- (d) furnish to the minister, or to a field representative, any information that it may be in his power to give respecting anything connected with the operations of the school or in any way affecting its interests;
- (e) notify the principal who shall notify the appropriate local health authority of the area in which the school is situated or where there is no local health authority the school board that he has reason to believe that a pupil attending the school has been exposed to or is suffering from a communicable disease as defined in *The Public Health Act* and regulations made thereunder;
- (f) seize or cause to be seized and take possession of any offensive or dangerous weapon that is brought to school by a pupil and hand over any such weapon to the principal who shall notify the parent or guardian warning him that the pupil may be suspended or expelled from the school;
- (g) deliver or cause to be delivered or provide the parent or guardian of each pupil taught by him reports of the pupil at the times and in the manner determined by the school board;
- (h) admit to his classroom student teachers enrolled in a teacher education institution approved by the minister, for the purpose of practice teaching and of observing instruction.

Devoirs de l'enseignant

96(1) Tout enseignant doit :

- a) enseigner avec diligence et loyauté, conformément aux stipulations de son contrat de travail avec la commission scolaire et conformément à la présente loi et aux règlements;
- b) tenir un registre des présences, de la manière et dans la forme déterminées par la commission scolaire;
- c) maintenir l'ordre et la discipline dans l'école;
- d) fournir au ministre ou au représentant régional tous les renseignements qu'il a le pouvoir de donner touchant tout ce qui est relié aux activités de l'école ou ce qui, d'une manière ou d'une autre, touche les intérêts de l'école;
- e) aviser le directeur qui doit à son tour en aviser le service de santé local compétent de la zone où est située l'école ou, lorsqu'il n'y a pas de service de santé local, la commission scolaire, qu'il a des motifs de croire qu'un élève fréquentant l'école a été exposé à une maladie contagieuse ou souffre d'une telle maladie telle qu'elle est définie dans la *Loi sur la santé publique* et dans ses règlements;
- f) confisquer ou faire confisquer et prendre possession de toute arme offensive ou dangereuse qui a été apportée à l'école par un élève et remettre cette arme au directeur qui doit aviser le parent ou le tuteur en le prévenant que l'élève peut être suspendu ou expulsé de l'école;
- g) remettre ou faire remettre ou fournir au parent ou au tuteur de chaque élève à qui il enseigne, un bulletin de l'élève, aux époques et de la manière déterminées par la commission scolaire;
- h) admettre dans sa salle de classe les élèves enseignants inscrits dans une institution de formation pédagogique approuvée par le ministre, afin qu'ils observent et qu'ils fassent l'apprentissage de l'enseignement.

APPENDIX J

THE EDUCATION ADMINISTRATION ACT

REGULATION 468/88R

SECTIONS 39 & 40

RESPONSIBILITIES OF TEACHERS

RESPONSIBILITIES OF TEACHERS

ENSEIGNANTS

General responsibilities

39 A teacher is responsible for

- (a) teaching the curriculum prescribed or approved by the minister;
- (b) providing an effective classroom learning environment;
- (c) maintaining order and discipline among pupils attending or participating in activities that are sponsored or approved by the school, whether inside or outside the school;
- (d) advising pupils as to what is expected of them in school, reviewing their assessments with them, and evaluating their progress and reporting on that progress to parents;
- (e) administering and marking any assessment of pupil performance that the minister may direct, in the manner that the minister directs;
- (f) ongoing professional development.

M.R. 68/97

When duties begin on school day

40 A teacher must be on duty in the school at least 10 minutes before the morning session begins and at least five minutes before the afternoon session begins, unless prevented from doing so by exceptional circumstances.

M.R. 68/97

Responsabilité

39 Les enseignants ont la responsabilité :

- a) d'enseigner le programme d'études que prévoit ou qu'approuve le ministre;
- b) de favoriser une atmosphère propice à l'apprentissage dans les salles de classe;
- c) de faire respecter l'ordre et la discipline chez les élèves présents ou participant aux activités organisées ou approuvées par l'école, qu'elles se déroulent à l'école même ou à l'extérieur;
- d) d'expliquer aux élèves ce qu'ils sont tenus d'accomplir à l'école, de discuter de leurs évaluations avec eux, d'évaluer leur progrès et d'en faire rapport à leurs parents;
- e) de faire et de noter les évaluations du rendement des élèves que le ministre exige, de la manière que celui-ci indique;
- f) de poursuivre leur formation professionnelle.

R.M. 68/97

Début des fonctions

40 Sauf si des circonstances exceptionnelles les en empêchent, les enseignants entrent en fonction à l'école au moins dix minutes avant la séance du matin et au moins cinq minutes avant celle de l'après-midi.

R.M. 68/97

Information and reports

40.1(1) A teacher must complete and deliver promptly to the principal the attendance reports that are required by the school division or district.

40.1(2) A teacher must prepare and provide to the minister, in a form acceptable to the minister, any information or report that the minister may require.

M.R. 68/97

When position vacated

40.2 A teacher who leaves his or her position must leave at the school all school records, including his or her last timetable and a statement of the work covered by the pupils under his or her charge.

M.R. 68/97

40.3 to 40.8 [Repealed]

M.R. 68/97; 91/2013

40.9 [Repealed]

M.R. 156/2005; 91/2013

40.10 to 40.12 [Repealed]

M.R. 156/2005; 91/2013

Renseignements et rapports

40.1(1) Les enseignants dressent les rapports d'assiduité qu'exigent les divisions ou les districts scolaires et les remettent promptement au directeur.

40.1(2) Les enseignants fournissent au ministre, en la forme que celui-ci juge acceptable, les renseignements et les rapports qu'il exige.

R.M. 68/97

Départ

40.2 Les enseignants qui quittent leur poste laissent à l'école tous les dossiers scolaires, notamment leur dernier horaire ainsi qu'une déclaration précisant la matière couverte par les élèves sous leur garde.

R.M. 68/97

40.3 à 40.8 [Abrogés]

R.M. 68/97; 91/2013

40.9 [Abrogé]

R.M. 156/2005; 26/2006; 91/2013

40.10 à 40.12 [Abrogés]

R.M. 156/2005; 91/2013

APPENDIX K

THE EDUCATION ADMINISTRATION ACT

REGULATION 468/88R

SECTIONS 27 to 38

RESPONSIBILITIES OF PRINCIPALS

PART V

RESPONSIBILITIES OF PRINCIPALS AND
TEACHERS

RESPONSIBILITIES OF PRINCIPALS

Principal for each school

27 A school board shall designate a principal for every school, and in a school in which two or more teachers are employed, one of those teachers must be designated as the principal.

M.R. 68/97

Principal's general authority

28(1) Subject to *The Public Schools Act* and the instructions of the school board, the principal is in charge of the school in respect of all matters of organization, management, instruction and discipline.

28(2) The principal is responsible for the supervision of staff, pupils, buildings, and grounds during school hours.

28(3) The principal is responsible for placing pupils in classes and issuing statements of their standing, subject to the approval of the superintendent where one has been appointed.

M.R. 68/97

Information provided to parents and others

29(1) A principal must provide pertinent and meaningful information about the school and related educational matters to parents and the community.

29(2) A principal must ensure that parents are provided with information on their children's individual achievement on a regular basis.

29(3) The principal must provide the pupil file of a pupil who has transferred to another school to that school within one week of the school requesting it.

29(4) In subsection (3), "**pupil file**" has the same meaning as in section 42.2 of *The Public Schools Act*.

M.R. 68/97; 119/2000; 156/2005

PARTIE V

RESPONSABILITÉS DES DIRECTEURS
ET DES ENSEIGNANTS

DIRECTEURS

Un directeur pour chaque école

27 La commission scolaire désigne un directeur pour chaque école; dans les écoles où travaillent au moins deux enseignants, l'un de ceux-ci est désigné directeur.

R.M. 68/97

Pouvoir général du directeur

28(1) Sous réserve de la *Loi sur les écoles publiques* et des directives de la commission scolaire, le directeur a la responsabilité de l'école relativement à toutes les questions d'organisation, de gestion, d'enseignement et de discipline.

28(2) Le directeur d'une école est responsable de la supervision du personnel, des élèves, des édifices et des terrains de l'école durant les heures de classe.

28(3) Sous réserve de l'approbation du surintendant, si un surintendant a été nommé, les directeurs sont responsables du placement des élèves dans les classes et de la remise des relevés de notes.

R.M. 68/97

Renseignements — parents et communauté

29(1) Les directeurs fournissent aux parents et à la communauté les renseignements pertinents et significatifs à l'égard de l'école et des autres questions éducatives connexes.

29(2) Les directeurs prennent les mesures nécessaires pour que les parents soient régulièrement informés du rendement de leurs enfants.

29(3) Les directeurs fournissent à l'école où un élève est transféré le dossier scolaire de l'élève en question dans un délai d'une semaine suivant la présentation d'une demande en ce sens.

29(4) Au paragraphe (3), « **dossier scolaire** » s'entend au sens de l'article 42.2 de la *Loi sur les écoles publiques*.

R.M. 68/97; 119/2000; 156/2005

Hiring, assignment and evaluation of teachers

30 A principal is to participate in the hiring, assignment and evaluation of teachers, and may have regard to parental and community views when making recommendations about those matters to the school board.

M.R. 68/97

Teacher involvement in planning process

31 A principal must involve teachers in any planning process that is undertaken for the school.

M.R. 68/97

32 and 33 [Repealed]

M.R. 68/97; 60/2015

Supplementary curriculum and extracurricular activities

34 A principal is responsible for implementing

(a) optional supplementary curricula, subject to the approval of the school board and the minister; and

(b) extracurricular activities, subject to the approval of the school board.

M.R. 68/97

Information and reports

35(1) The principal must prepare and provide to the minister, in a form acceptable to the minister, any information, report or return that the minister may require.

35(2) The principal must compile and provide to the secretary-treasurer of the division the attendance reports completed by teachers under section 40.1.

35(3) The principal must bring to the attention of pupils of the school and parents of pupils any information that the minister requires be brought to their attention.

M.R. 68/97

36 [Repealed]

M.R. 68/97; 150/2013

Embauchage des enseignants

30 Les directeurs participent à l'embauchage, à l'affectation et à l'évaluation des enseignants et peuvent prendre en considération l'opinion des parents et de la communauté lorsqu'ils font des recommandations à la commission scolaire à l'égard de ces questions.

R.M. 68/97

Planification — participation des enseignants

31 Les directeurs font participer les enseignants au processus de planification de l'école.

R.M. 68/97

32 et 33 [Abrogés]

R.M. 68/97; 60/2015

Programme d'études supplémentaire

34 Les directeurs sont chargés de mettre en oeuvre :

a) un programme d'études supplémentaire optionnel, sous réserve de l'approbation de la commission scolaire et du ministre;

b) des activités parascolaires, sous réserve de l'approbation de la commission scolaire.

R.M. 68/97

Rapports et déclarations

35(1) Les directeurs fournissent au ministre, en la forme que celui-ci juge acceptable, les renseignements, les rapports et les déclarations qu'il exige.

35(2) Les directeurs compilent les rapports d'assiduité que préparent les enseignants en application de l'article 40.1 et les fournissent au secrétaire-trésorier de la division scolaire.

35(3) Les directeurs portent à l'attention des élèves de leur école et aux parents de ceux-ci les renseignements qui, selon le ministre, doivent leur être communiqués.

R.M. 68/97

36 [Abrogé]

R.M. 68/97; 150/2013

Inspection of school premises

37 The principal must inspect the school premises and report any necessary repairs promptly to the secretary-treasurer of the school board or other person designated for that purpose by the school board, and must endeavour to ensure that the premises are properly cared for by the pupils of the school.

M.R. 68/97

When position vacated

38 A principal who leaves his or her position must leave at the school all records pertinent to the operation of the school.

M.R. 68/97

Inspection des locaux

37 Le directeur inspecte les locaux de l'école et signale promptement au secrétaire-trésorier de la commission scolaire ou à la personne que celle-ci nomme à cette fin les réparations qui s'avèrent nécessaires. Il prend les mesures nécessaires pour que les élèves prennent soin des locaux.

R.M. 68/97

Départ

38 Les directeurs qui quittent leur poste laissent à l'école tous les dossiers ayant rapport au fonctionnement de l'école.

R.M. 68/97

APPENDIX L

**THE PUBLIC SCHOOLS ACT
SECTIONS 93 to 95**

SICK LEAVE LEGISLATION

Accumulation of sick leave

93(1) Each teacher who is continuously employed by a school board shall accumulate entitlement for sick leave at the rate of one day of sick leave with pay for every nine days of actual teaching service, or fraction thereof, unless a collective agreement governing the working conditions of the teacher provides for another manner of accumulating sick leave.

Maximum sick leave in any year

93(2) No teacher shall accumulate more than 20 days sick leave with pay under subsection (1) in any year unless a collective agreement governing the working conditions of the teacher provides otherwise.

Maximum sick leave

93(3) No teacher shall accumulate more than 75 days sick leave with pay under subsections (1) and (2) unless a collective agreement governing the working conditions of the teacher provides otherwise.

Effective sick leave on service

93(4) For the purposes of determining sick leave under this section and for the purposes of determining sick leave under a collective agreement, unless the collective agreement provides otherwise,

(a) any day during which a teacher is absent from school because of sickness does not constitute part of actual teaching service; and

(b) the number of days a teacher is on sick leave with pay shall be deducted from his accumulated sick leave with pay entitlement when he returns to work.

Salary during sick leave

93(5) Where a teacher whose sick leave is governed by subsections (1), (2) and (3) is sick, he is entitled to be paid his salary during his sick leave up to the maximum entitlement as determined in accordance with this section.

Accumulation des congés de maladie

93(1) Tout enseignant qui est employé de façon continue par une commission scolaire, accumule les congés de maladie auxquels il a droit, au rythme d'une journée de maladie payée pour chaque neuf jours de service effectif d'enseignement, ou fraction de ceux-ci, à moins qu'une convention collective régissant les conditions de travail de l'enseignant ne prévoise une autre façon d'accumuler ces congés.

Nombre maximum de congés de maladie dans une année

93(2) Nul enseignant ne peut accumuler plus de 20 journées de maladie payées, en application du paragraphe (1), durant l'année, à moins qu'une convention collective régissant les conditions de travail de l'enseignant n'en dispose autrement.

Nombre maximum de congés de maladie

93(3) Nul enseignant ne peut accumuler plus de 75 journées de maladie payées, en application des paragraphes (1) et (2), à moins qu'une convention collective régissant les conditions de travail de l'enseignant n'en dispose autrement.

Détermination des congés de maladie

93(4) Aux fins de la détermination des congés de maladie en vertu du présent article et d'une convention collective, à moins que cette dernière n'en dispose autrement :

a) une journée où un enseignant est absent de l'école pour cause de maladie ne constitue pas une partie du service effectif d'enseignement;

b) le nombre de jours où un enseignant est en congé de maladie payé doit être déduit de ses congés accumulés auxquels il a droit, au moment de son retour au travail.

Salaires pendant un congé de maladie

93(5) Un enseignant qui est malade et dont le congé de maladie est déterminé par les paragraphes (1), (2) et (3), a le droit de recevoir son salaire pendant son congé de maladie, jusqu'à concurrence du montant maximum auquel il a droit, suivant les dispositions du présent article.

Payment for sick leave under collective agreement

93(6) Where a teacher whose sick leave is governed by the provisions of a collective agreement, whether entered before or after the coming into force of this section, is sick, he is entitled to be paid during his sick leave whatever is provided in the collective agreement.

Continuance of prior entitlement

93(7) Any sick leave accumulated by a teacher under any previous Act of the Legislature respecting public schools or under any collective agreement governing the working conditions of the teacher, whether entered into before or after the coming into force of this Act, is not cancelled by the enactment of this section or this Act but continues to be usable by the teacher as accumulated sick leave subject to the maximum of sick leave for the teacher as provided under this section or, where the collective agreement provides otherwise, subject to the maximum sick leave as provided in the collective agreement.

Certificate of physician

94 Subject to any collective agreement governing the working conditions of the teacher, where a teacher is absent from school because of sickness, the school board may require the teacher to submit to the school board a medical certificate from a duly qualified medical practitioner certifying that the teacher was sick during the period of absence.

Power of trustees to extend sick leave

95(1) Notwithstanding section 93, a school board may in any school year grant to a teacher sick leave with or without pay for a period longer than that authorized under section 93.

Sick leave negotiable

95(2) Notwithstanding any other provision of this Act, a school board may negotiate, and shall be deemed always to have had authority and capacity to negotiate with a local society representing teachers employed by it, as part of a collective agreement, the right and

Paiement du congé de maladie en vertu d'une convention collective

93(6) Un enseignant qui est malade et dont le congé de maladie est régi par les dispositions d'une convention collective conclue avant ou après l'entrée en vigueur du présent article, a le droit de recevoir son salaire pendant son congé de maladie, selon les dispositions prévues à cet effet dans la convention.

Prolongation d'un droit antérieur

93(7) Les congés de maladie accumulés par un enseignant, en vertu d'une loi antérieure de la Législature relative aux écoles publiques ou d'une convention collective régissant les conditions de travail de l'enseignant conclue avant ou après l'entrée en vigueur de la présente loi, ne sont pas annulés par l'adoption de cet article ou de cette loi, mais peuvent être employés par l'enseignant sous la forme de congés de maladie accumulés, sous réserve, pour l'enseignant, du nombre maximum de congés de maladie établi en vertu du présent article ou, lorsque la convention collective en dispose autrement, sous réserve du nombre maximum de congés de maladie établi dans la convention.

Certificat d'un médecin

94 Sous réserve d'une convention collective régissant les conditions de travail de l'enseignant, lorsque ce dernier est absent de l'école pour cause de maladie, la commission scolaire peut demander à l'enseignant de lui remettre un certificat médical d'un médecin, attestant que l'enseignant était malade pendant la période de son absence.

Pouvoir des commissaires de prolonger des congés de maladie

95(1) Par dérogation à l'article 93, une commission scolaire peut, au cours d'une année scolaire, accorder à un enseignant un congé de maladie, payé ou non, pour une période plus longue que celle autorisée en vertu de l'article 93.

Négociation des congés de maladie

95(2) Par dérogation à toute autre disposition de la présente loi, une commission scolaire peut négocier, comme partie de la convention collective, le droit des enseignants aux congés de maladie, à l'accumulation de congés de maladie et à tout ce qui concerne la façon

entitlement of teachers to sick leave and to accumulate sick leave and all matters relating to the manner of accumulating and limiting the accumulation of sick leave as part of the working conditions of the teachers and, where the school board and the local society cannot agree on those matters, the matter may be referred for arbitration under Part VIII in the same way as any other dispute arising out of negotiations for a collective agreement.

Labour Relations Act applies

95(3) Section 78 of *The Labour Relations Act* applies to any dispute as to the meaning, application or alleged violation of a provision of a collective agreement relating to sick leave of teachers.

Validation of old provisions re sick leave

95(4) Where a collective agreement governing the working conditions of teachers entered into before the coming into force of this Act contained a provision relating to sick leave, the provision is valid and enforceable as though section 93 and subsections (2) and (3) had been in force at the time the collective agreement was negotiated and entered into.

Continuance of sick leave provisions in collective agreements

95(5) Notwithstanding any other provision of this Act or *The Education Administration Act* or the regulations under either Act, all provisions relating to sick leave for teachers in any collective agreement governing the working conditions of teachers which is in effect on the coming into force of this section continue in force and effect on, from and after the coming into force of this section in accordance with the terms of that collective agreement.

S.M. 2000, c. 43, s. 3.

d'accumuler les congés de maladie et de limiter cette accumulation, ces sujets faisant partie des conditions de travail des enseignants. La commission scolaire est présumée avoir toujours eu le pouvoir et la capacité de négocier ces sujets avec une association locale représentant les enseignants qu'elle emploie, et lorsque la commission et l'association ne peuvent parvenir à une entente sur ces points, ceux-ci peuvent être soumis à l'arbitrage, en application de la partie VIII, de la même façon que tout autre différend résultant des négociations pour l'adoption d'une convention collective.

Application de la Loi sur les relations du travail

95(3) L'article 78 de la *Loi sur les relations du travail* s'applique aux différends portant sur l'interprétation, l'application ou la prétendue violation de dispositions d'une convention collective ayant trait aux congés de maladie des enseignants.

Validité des dispositions antérieures relatives aux congés de maladie

95(4) Lorsqu'une convention collective, régissant les conditions de travail des enseignants et conclue avant l'entrée en vigueur de la présente loi, contenait une disposition relative aux congés de maladie, cette disposition est valide et exécutoire comme si l'article 93 et les paragraphes (2) et (3) avaient été en vigueur au moment de la négociation et de la conclusion de cette convention.

Continuation des dispositions relatives au congé de maladie dans les conventions collectives

95(5) Par dérogation à toute autre disposition de la présente loi, de la *Loi sur l'administration scolaire*, ou des règlements pris en vertu de chacune de ces lois, toutes les dispositions relatives au congé de maladie des enseignants, dans une convention collective régissant les conditions de travail des enseignants et effective au moment de l'entrée en vigueur du présent article, sont effectives à partir de l'entrée en vigueur du présent article, conformément aux dispositions de cette convention.

L.M. 2000, c. 43, art. 3.