

Teacher — General

THIS AGREEMENT is made on \_\_\_\_\_, 20\_\_\_\_\_.

BETWEEN:

St. James-Assiniboia School Division  
("the school board")

AND

\_\_\_\_\_;  
("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.
- 10 In this agreement,

**"certificate"** means a teaching certificate, issued by Manitoba Education.

**"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/Chief Financial Officer

\_\_\_\_\_  
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*.