

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

BETWEEN:

\_\_\_\_\_  
("the school board")

AND

\_\_\_\_\_;  
("the teacher") being the holder of certificate #: \_\_\_\_\_

- 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.
- 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 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

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