

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.

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.

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.

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.