

PART-TIME TEMPORARY TEACHING CONTRACT

BETWEEN:

Red Deer Catholic Regional Division No. 39

(hereinafter referred to as the "Employer" or the "Division")
Of the First Part

A N D

(hereinafter referred to as the "Teacher")
Of the Second Part

WHEREAS the Employer is desirous of employing the Teacher as a teacher pursuant to Section 101 of the *School Act*, R.S.A. 2000, c. S-3 and amendments and regulations thereto (hereinafter referred to as the "*School Act*") on a part-time basis;

AND WHEREAS the Teacher is desirous of becoming a teacher with the Employer under a part-time temporary contract of employment;

NOW THEREFORE the parties hereto hereby covenant and agree each with the other as follows:

Qualifications

1. The Teacher covenants that he/she holds a valid Certificate of Qualification as a teacher issued by the appropriate Provincial authority for the Province of Alberta entitling the Teacher to teach in the Province of Alberta, and that such certificate is, and will be maintained, in good standing during the Teacher's employment with the Employer.

Employment and Term

2. The Employer agrees to employ the Teacher and the Teacher agrees to be employed by the Employer as a teacher for the Employer under a part-time temporary contract of employment.

3. Specific assignment to a school and to a grade level shall be made by the Employer as required from time to time. The Teacher's initial assignment will be at _____ on a _____ **FTE** (part-time) basis.
4. The term of employment shall commence on _____ and unless otherwise terminated earlier in accordance with the provisions of the School Act, shall automatically expire on the earlier of _____ or the return of the teacher named by the Board as being replaced, provided however that the Teacher has been provided with a minimum of thirty (30) days notice of the intended return of the teacher being replaced.
5. The parties acknowledge and agree the Board may vary the amount of time the Teacher is required to teach in accordance with section 103 of the *School Act*.
6. The Teacher shall be eligible for a percentage of the salary and benefits provided by the Board pursuant to the provisions of the Collective Agreement between the Board and the Alberta Teacher's Association, which percentage shall be equal to the percentage of teaching time taught by the Teacher in comparison with a full time teaching position.
7. This contract of employment may be terminated by either party by giving to the other party thirty (30) days prior written notice of termination.

Compliance with Laws, Policies

8. Such employment shall be subject to the provisions of all applicable statutes, whether federal, provincial or municipal in nature, and all regulations passed thereunder, and relevant provisions of the Employer's collective agreement with the Alberta Teachers' Association in force from time to time during the term of such employment, and such policies, rules, regulations, guidelines, administrative procedures and/or directives as may be made or implemented from time to time by the Employer for the administration, management and operation of schools, school buildings, related programs under its jurisdiction and the Division generally.

Responsibilities and Covenants

9. The parties acknowledge and agree that school programming includes not only adherence to such provincial program of studies as is mandated from time to time by Alberta Education, but such other programs, activities or events which are reasonably deemed necessary by the Employer, to offer the highest quality education possible for the Division's students, or any designated student population under the jurisdiction of the Employer. School programming includes curricular, co-curricular and extracurricular programs, activities and events.

10. The Teacher shall be required, in fulfillment of the Teacher's professional responsibilities, to attend such staff meetings as may be required for the proper functioning of the school, to serve on committees involved in curriculum development, to supervise students, and to conduct such parent conferences or student-led conferences, as are reasonably deemed appropriate by the Employer.
11. Without limiting the generality of the foregoing, the Teacher shall be required:
 - (a) To regularly evaluate students;
 - (b) To periodically report the results of the evaluation to students, students' parents and the Employer as may be required;
 - (c) To maintain, under the direction of the principal, order and discipline among the students while they are in school, on school grounds or attending or participating in activities sponsored or approved by the Employer, while always working to promote a positive school climate.
12. The Teacher shall be responsible to identify areas of improvement and work to promote excellence in all endeavours undertaken by the Teacher and the staff of the school to which the Teacher is assigned.
13. The Teacher shall be responsible to work both collaboratively and collegially in fulfilling the Teacher's roles and responsibilities within the Board and school, with all school staff and the general school community.
14. The Teacher agrees to diligently, effectively, and faithfully perform all duties and responsibilities that may be prescribed or required from time to time, whether by statute, Employer policy, rules, procedures or regulations, or through the directives of the Employer or its properly authorized designates.
15. The Teacher acknowledges and agrees that he/she is fully aware of the requirements of the Ministerial Order respecting Teaching Quality Standards, and of the Division's own standards and policies respecting the same. The Teacher further acknowledges that a failure by the Teacher to reasonably meet any of the Teaching Quality Standards, as required by the Ministerial Order respecting Teaching Quality Standards, or as required by the Employer, may lead to a period of evaluation and/or remediation as contemplated in the Alberta Education Policy on Teacher Growth, Supervision and Evaluation. The Teacher acknowledges that, following a reasonable period of evaluation and remediation, a continued failure by the Teacher to reasonably meet any of the Teaching Quality Standards, as required by the Ministerial Order respecting Teaching Quality Standards, or as required by the Employer, may lead to disciplinary action up to and including termination of the Teacher's contract of employment.
16. The Teacher shall be required to supply a statement of evaluation from the Teacher Qualification Service Board, or evidence that an evaluation has been requested, within forty-five (45) days of execution of this contract of employment.

Freedom of Information & Protection of Privacy, Confidentiality

17. The Teacher covenants and agrees that he/she understands and will abide by the requirements of both the privacy and access provisions of the *Freedom of Information and Protection of Privacy Act* of Alberta and any regulations thereto, and shall both respect and maintain privacy and confidentiality entitlements of students, parents, staff, the school and the Employer, all in accordance with the requirements of the *Freedom of Information and Protection of Privacy Act* and any regulations or Division policies related thereto.

Computer Use

18. The Teacher acknowledges and agrees that as a condition of employment, the Teacher shall be required to sign the Employer's current form of an acceptable use agreement for computer and internet use, and shall be bound by the terms and conditions of that agreement. Such agreement shall be signed forthwith upon the execution of this contract of employment.

Criminal Record and Child Intervention Checks

19. The Teacher acknowledges and agrees that the Teacher shall comply with Division policy respecting, and requests by the Employer for, the completion of such criminal record checks as may be required during the Teacher's term of employment. The Teacher further acknowledges and states that, at the date of signing of this contract, the Teacher has not been charged or convicted under the *Criminal Code of Canada*, the *Controlled Drugs and Substances Act* or similar legislation of any jurisdiction, for a matter for which a pardon has not been granted. The Teacher further acknowledges and agrees to provide such declarations, or to undertake such further criminal record checks, as may be reasonably requested by the Employer or required under Division policy or legislation, respecting the Teacher's current criminal record status, and to advise the Employer immediately upon being charged with or convicted of an offence under the *Criminal Code of Canada*, and/or the *Controlled Drugs and Substances Act*.
20. The Teacher agrees to obtain such intervention record (child welfare) checks pursuant to the *Child, Youth and Family Enhancement Act*, as amended or replaced from time to time, as may be reasonably required by the Employer from time to time, in accordance with administrative practices and/or Division policies.
21. The parties acknowledge and agree that a failure by the Teacher to notify the Employer as to the laying of charges against the Teacher under the *Criminal Code of Canada*, and/or the *Controlled Drugs and Substances Act* forthwith upon the happening of the same, could lead to disciplinary action.
22. The parties further acknowledge and agree that a failure by the Teacher to notify the Employer as to the entering of a conviction against the Teacher under the

Criminal Code of Canada and/or the *Controlled Drugs and Substances Act* forthwith upon the happening of the same, could lead to disciplinary action, up to and including termination of the Teacher's contract of employment.

Overpayment

23. The Employer agrees that if at any time the Employer has paid wages to the Teacher in excess of the amount due to the Teacher at the time of payment, the Employer will provide written notice and proof of overpayment to the Teacher. Upon receiving notice and proof, the Teacher agrees that the Employer may deduct an amount equal to the overpayment from any future monies owing to the Teacher by the Employer, subject to a reasonable repayment schedule.

Independent Advice

24. The Teacher hereby acknowledges and confirms that that he/she has had the opportunity to seek independent legal or other professional advice prior to executing this contract and has either obtained such independent legal or other professional advice as he/she deems appropriate, or has waived the right to obtain such independent legal or other professional advice.

General

25. If any term or condition of this contract is determined to be invalid or unenforceable to any extent, the remaining terms and conditions shall not be affected thereby, and each of the remaining terms and conditions shall be valid and enforceable to the fullest extent permitted by the law.
26. The headings in this contract of employment are for convenience only and are not to be considered as part of this contract and do not in any way limit or amplify the terms and provisions of this contract.
27. The Teacher confirms that the Teacher's application for employment is truthful in all respects, and that the Teacher has not in any way misrepresented or failed to provide the Employer with any information reasonably pertinent to the Employer's decision to make this offer of employment.
28. The Employer and the Teacher may amend the terms of this contract upon mutual written agreement.
29. In the event of an inconsistency between a provision contained within this contract of employment and the collective agreement between the Employer and the Alberta Teachers' Association, the provisions contained within the collective agreement shall prevail, provided that such provisions are made in accordance with general law and any regulations thereto.

