

SCSBC Recommended Indefinite Term Contract

(Teaching Staff)

This Agreement is dated for reference the ___ day of _____, 20__.

BETWEEN:

_____ of

(the "Teacher")

AND:

_____, a Society duly incorporated under the laws of
the Province of British Columbia, with an address at

(the "Society")

WHEREAS:

A. The Teacher and Society are part of a Christian community in which each person:

1. is called to give a positive response to the Lord's command to provide Christian education to children;
2. participates in the task of developing Christian insights in children;
3. is called in his daily life to provide an example of Christian living to children; and
4. in the office of teacher, has received authority to carry out specific duties and responsibilities.

B. The Society agrees to:

1. establish and adhere to clearly understood staffing policies in which each Teacher is treated with justice, compassion, fairness and equity;
2. specify for each Teacher duties and responsibilities for which he is qualified and which constitutes an equitable workload, and to provide what is necessary to carry out his official duties; and
3. provide adequate compensation for Teachers.

- C. The Teacher agrees to:
1. develop and maintain the highest possible level of performance within the total context of the School community;
 2. be accountable to the Society; and
 3. carry out all assigned duties and responsibilities and abide by the terms and conditions of this Agreement.
- D. The Society operates a Christian School in _____ under the name according to its Constitution and Bylaws;
- E. The Teacher is a committed member of a Christian Church and has agreed to be employed by the Society in accordance with the terms and conditions of this Agreement; and
- F. The Society has agreed to employ the Teacher in accordance with the terms and conditions of this Agreement.

THEREFORE the Teacher and the Society in consideration of the mutual agreements contained in this Agreement agree as follows:

SECTION 1

DEFINITIONS AND INTERPRETATION

1. In and for the purposes of this Agreement:
- (a) "Board" means the Board of Directors of the Society;
 - (b) "Party" or "Parties" mean a party or the parties to this Agreement;
 - (c) "Principal" means the Principal of the School;
 - (d) "Schedule(s)" mean(s) the schedule(s) attached to this Agreement;
 - (e) "School" means the school operated by the Society; and
 - (f) "School Year" means a 12 month period commencing on the 1st day of August and ending on the 31st day of July.

2. In and for the purposes of this Agreement:
 - (a) the singular includes the plural and the plural includes the singular, and any gender the other gender;
 - (b) the Schedule(s) form(s) an integral part of this Agreement.

SECTION 2

EMPLOYMENT

3. The Society agrees to employ the Teacher at the School on a full-time basis (on a part-time basis as follows _____), and the Teacher agrees to accept such employment in accordance with the terms and conditions of this Agreement commencing the 20__ School Year and continuing until terminated under this Agreement.
4. The Teacher shall perform the services described in this Agreement in accordance with the constitution of the Society and the policies and directives made or given by the Board or Principal from time to time.

SECTION 3

PROBATION

5. The Teacher shall be on probation for one School Year unless extended by the Board on reasonable grounds to a maximum of two School Years, and during the probation period the Society shall be entitled to terminate the Teacher's employment without cause by giving written notice to the Teacher _2 months prior to the date of termination.
6. The Board shall provide the Teacher with reasonable notice of any extension of the probation period and the reason(s) for the extension.

SECTION 4

TEACHER QUALIFICATIONS

7. The minimum professional qualifications of the Teacher shall be as follows:
 - (a) the Teacher must satisfy all requirements of law in the Province of British Columbia to teach in the School;

- (b) the Teacher must possess basic academic qualifications and attain certain standards relating to a Christian understanding of education in accordance with schedule A to this Agreement;
 - (c) the Board may require the Teacher to complete certain academic courses and to attain certain standards relating to a Christian understanding of education in accordance with schedule B to this Agreement; and
 - (d) failure to comply with paragraphs (a) to (c) above is cause to terminate this Agreement pursuant to paragraphs 23 to 24 of this Agreement
8. The Teacher shall subscribe to the principles in the constitution of the Society and shall conduct himself in a manner that is consistent with those principles, the Community Standards Policy and the policies and directives made or given by the Board from time to time.

SECTION 5

DUTIES OF THE TEACHER

9. The Teacher agrees to carry out to the best of his ability such reasonable course assignments and extra-curricular assignments as are made from time to time by the Board or Principal in consultation with the Teacher.
10. Without limiting the generality of paragraph 9, the Teacher shall carry out to the best of his ability the course assignments and extra-curricular assignments prescribed in schedule C to this Agreement;

SECTION 6

PROFESSIONAL DEVELOPMENT

11. The Teacher shall achieve and maintain certain professional standards in accordance with schedule D to this Agreement.

SECTION 7

COMPENSATION

12. The Teacher shall during the term of this Agreement be paid an annual salary for the first School Year of employment and for each School Year thereafter in accordance with

schedule E to this Agreement. The salary is subject to the usual deductions at source for Income Tax, Canada Pension Plan, Unemployment Insurance and other deductions as may be required by law from time to time.

SECTION 8

BENEFITS

13. The Teacher shall during the term of this Agreement be entitled to benefits for the first School Year of employment and for each School Year thereafter in accordance with schedule F to this Agreement.

SECTION 9

VACATIONS

14. The Teacher shall be entitled to vacations with pay in accordance with schedule G to this Agreement.

SECTION 10

TEACHER LEAVE

15. The Teacher shall be entitled to leave in accordance with schedule H to this Agreement.

SECTION 11

TEACHER EVALUATION

16. The Teacher shall be evaluated by the Principal and shall have access to his personnel file in accordance with the Teacher Evaluation Policy.

SECTION 12

MEDICAL FITNESS

17. The Teacher may be required to submit to the Board a medical certificate at the beginning of the term of this Agreement indicating that he is medically fit to carry out his duties pursuant to this Agreement and that he has no medical problem or condition that will substantially

prevent him from carrying out his duties pursuant to this Agreement or that will endanger the health of students or staff of the School.

18. The Board, on reasonable grounds, may require the Teacher to undergo an examination, at any time during the term of this Agreement, by a medical doctor and to submit a certificate setting out the medical doctor's conclusions regarding the physical, mental or emotional health of the Teacher and whether there is any problem or condition that may substantially prevent him from carrying out his duties pursuant to this Agreement or endanger the health of students or staff of the School.
19. If the certificate submitted pursuant to paragraph 17 or 18 reveals that the health of the Teacher will substantially prevent him from carrying out his duties pursuant to this Agreement or endanger the health of the students or staff of the School, the Board may suspend the Teacher from his duties and not permit him to return to his duties until he delivers to the Board a satisfactory medical certificate.

SECTION 13

CRIMINAL RECORD

20. The Teacher shall at the beginning of the term of this Agreement provide the Board with an executed Criminal Records Authorization as required by law.
21. The Board may require the Teacher, at any time during the term of this Agreement to provide the Board with an executed Criminal Records Authorization as required by law.
22. If the Teacher does not comply with paragraphs 20 to 21, the Board may terminate or suspend the Teacher without pay from his duties and not permit him to return to his duties until he complies with these paragraphs.

SECTION 14

TERMINATION

23. The Society may terminate this Agreement at any time for cause.
24. Without limiting the generality of paragraph 23, cause to terminate this Agreement includes:
 - (a) any material breach of the provisions of this agreement by the Teacher;
 - (b) those matters which are specified to constitute cause under the terms of this Agreement;

- (c) failure by the Teacher to carry out his duties and responsibilities under this agreement or to follow the directions of the Board or the Principal;
 - (d) conduct of the Teacher inconsistent with the Constitution of the School or which, in the sole discretion of the Board, tends to bring the Teacher or the School into disrepute;
 - (e) a material non-disclosure or misrepresentation by the Teacher in carrying out his duties and responsibilities under this Agreement or in regard to the terms of this Agreement;
 - (f) failure of the Teacher by reason of illness or mental or physical disability or incapacity to be able to reasonably perform his duties;
 - (g) gross incompetence;
 - (h) a substantial decline in enrolment at the School; and
 - (i) any and all omissions, commissions or other conduct which would constitute cause at law, in addition to the specified causes.
25. The Board may terminate this Agreement for any reason other than for cause by providing to the Teacher:
- (a) prior to the day of termination written notice of termination in accordance with Schedule I to this Agreement;
 - (b) payment of annual salary in accordance with Schedule I to this Agreement in lieu of such notice to be paid in the manner set out in paragraph from the date of termination to the end of the applicable notice period set out in Schedule I to this Agreement; or
 - (c) any combination of such written notice or annual salary in lieu thereof as determined by the Board in its sole discretion,

provided, however, that upon termination of this Agreement in accordance with paragraph 25(b) or (c) the Teacher shall forthwith make reasonable efforts to obtain alternative employment, and if such employment is obtained by the Teacher during the applicable notice period provided for under this Agreement, then the Board shall from the date of commencement of the alternative employment until the end of such applicable notice period pay to the Teacher in lieu of notice the difference between the annual salary of the Teacher at the time of termination and his remuneration under the alternative employment.

26. If the Board in consultation with the Principal is of the opinion that the Teacher's performance is unsatisfactory, the Board shall forthwith give the Teacher written notice thereof, together with particulars of deficiencies and expected improvements. Failure by the Teacher to reach a satisfactory level of performance within a reasonable time after such notice is cause for termination pursuant to paragraphs 23 to 24 of this Agreement.
27. The Teacher may terminate this Agreement by providing the Board written notice of termination ____ months prior to the day of termination.
28. Any dispute concerning termination of this Agreement by the Society shall be resolved in accordance with paragraphs 34 and 35 of this Agreement.

SECTION 15

NOTICE

29. Any notice or other communication required to be given under this Agreement shall be in writing and delivered in person to the addressee or delivered by hand or by courier to the addressee at the address set out above or such other address as the party may designate to the other in writing.

SECTION 16

SCHEDULES

30. The Schedule(s) to this Agreement may be amended from time to time by agreement of the parties.

SECTION 17

ENTIRE AGREEMENT AND MODIFICATION

31. Except for policies and directives made or given by the Board or Principal from time to time that are not inconsistent with this Agreement, no amendment or addition to this Agreement shall be effective unless made in writing and properly executed by the parties.

SECTION 18

SEVERABILITY

32. Should any part of this Agreement be declared invalid, this shall not affect the validity of the remainder of this Agreement which shall remain in force and effect as if this Agreement had been executed without the invalid portion of this Agreement.

SECTION 19

NON-WAIVER

33. A consent or waiver, express or implied, by a party to or of a breach of an obligation under this Agreement by the other party shall not constitute a consent or waiver to or of any other breach of the same or any other obligation of such party. Failure on the part of a party to complain of a breach of obligation under this Agreement by the other party shall not constitute a waiver by such party of its rights under this Agreement.

SECTION 20

DISPUTES

34. The Parties agree that all disputes concerning the interpretation, application, operation or alleged breach of this Agreement shall be resolved in the following manner:
- (a) The Teacher and Board shall meet within two weeks of the dispute arising and attempt to resolve the dispute between them;
 - (b) If the dispute is not satisfactorily resolved under paragraph (a) within two weeks after completion of the process under that paragraph, and if the parties proceed with the dispute, then the parties shall submit the dispute to the Mediation and Arbitration Committee of the Society of Christian Schools in British Columbia for resolution in accordance with the procedures of that committee.
35. The parties agree that the decision of the Mediation and Arbitration Committee of the Society of Christian Schools in British Columbia under section 34(b) is final and binding on the parties.

SECTION 21

ACKNOWLEDGMENT OF AGREEMENT

36. The Teacher and Society acknowledge that they have read and understood all the terms of this Agreement and that they execute this Agreement voluntarily and of their own free will.

SECTION 22

SUCCESSORS

37. The rights and obligations of the parties under this Agreement shall be binding upon the heirs, executors, administrators, legal personal representatives, successors and assigns of the parties and may not be assigned by either party without the prior written consent of the other party.

SECTION 23

GOVERNING LAW

38. The laws of the Province of British Columbia shall govern this Agreement.

SECTION 24

EXECUTION

IN WITNESS WHEREOF the parties to this Agreement have executed this Agreement on the day of _____, 20__.

By: _____
Title

By: _____
Title

THE TEACHER in the presence of:) _____
) Signature
)
)
_____)
Witness _____)

SCHEDULE A

I. Professional Training and Certification

A. The Teacher shall meet the following basic academic qualifications:

1. Four full years of academic post-secondary study towards a degree at a recognized college or university; and
2. The equivalent of one year of professional training at an accredited institution, including courses in education theory and practice as well as teacher internship training. Such professional training may be included in the four years referred to in paragraph I.A.1.

II. Christian Academic Training

A. The basic academic training of the Teacher shall include at least fifteen semester hours of college level courses taken from a Christian perspective, such courses being subject to the approval of the Board. Such studies shall include at least one course in each of the following areas:

1. A Christian analysis of philosophy of education;
2. A Christian investigation of educational psychology;
3. A Christian approach to curriculum theory or to methodology in a specific subject area; and
4. Biblical studies or theology

B. These courses must be taken for credit. Audited courses are not acceptable for meeting the requirement of paragraph II.A.

SCHEDULE B

- A. If the Teacher does not meet the requirements of paragraph I of Schedule A, he shall take at least one three semester hour course per year until those requirements are met.
- B. If the Teacher does not meet the requirements of paragraph II of Schedule A, he shall take at least one three semester hour course per year until those requirements are met. The Board may on conditions it considers appropriate agree to waive any of the requirements of paragraph II of Schedule A where it is reasonably clear from the Teacher's contribution to the Christian school movement that he already possesses the insight that such course or courses would give.
- C. The Teacher shall satisfy the requirements of paragraphs I and II of Schedule A no later than five School Years after the date on which he commenced employment at the School.

SCHEDULE C

Duties:

Duties will be divided by the administration in consultation with the teachers. They are divided according to a teacher's gifts and abilities.

Track and Field Meet
Field Day
CTABC Representative
Social Committee
Plants
Computer Room
P.E. Room
Kitchen
Storage Room
T-Shirts/Shorts/in Storage Room
Lost and Found
Lockers
Front Entrance
A.V. Return
Sports Teams (Basketball, Volleyball)
Salary Committee (and any other
committee that may arise)
Outside Supervision
In-House Maintenance (storage room, P.E. Room, etc.)
School Meetings

And any other duties or committees that may arise during the school year.

Extra curricular duties shall be assigned in a fair and equitable manner among the teaching staff.

SCHEDULE D

- A. The Teacher shall be granted a minimum of two days annually to attend teachers' conferences as well as other days as agreed to by the Teacher and Board for specified curriculum and in-service purposes.
- B. The Board may pay some or all of the tuition fees for a course or courses taken at a recognized college or university, provided that:
 - 1. The course or courses are completed successfully; and
 - 2. The Teacher is employed by the Board for the School Year subsequent to the taking of the course or courses.

SCHEDULE E

- A. The Teacher shall be paid a salary in accordance with the yearly Compensation Report of the Salary Committee of the Society of Christian Schools in British Columbia

SCHEDULE F

- A. The Teacher shall be provided with benefits in accordance with the yearly Salary Report of the Salary Committee of the Society of Christian Schools in British Columbia

SCHEDULE G

Vacation Days:

1. Statutory holidays
2. Christmas Break
3. Spring Break
4. Summer Holidays - a total of 5 weeks to be taken during the period commencing July 1 to one week prior to commencement of the School Year with the balance of time during this period to be used by the Teacher for meeting the requirements as set out in Schedule A or engaging in other professional development and upgrading as agreed between the Teacher and Board or Principal.

SCHEDULE H

- A. After a minimum of five years employment at the School, the Teacher may apply to the Board for a maximum one year leave of absence. If the leave is not for professional development it shall be without pay. If the leave is for professional development it shall be with pay. The Board may accept or reject such an application at its discretion.
- B. The Teacher shall be entitled to a maximum of five days compassionate leave per year, with pay, in the event of death or critical illness in the Teacher's immediate family, or parents or parents-in-law.
- C. Teachers shall be entitled to use up to 5 days of their accumulated paid sick days to meet responsibilities related to the care and health of a member of the employee's immediate family.

SCHEDULE I

<u>Length of Employment (In Years)</u>	<u>Notice (In Months)</u>
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
17	17
18	18
19	19
20	20
21	21
22	22
23	23
24 or more	24

