

COLLECTIVE AGREEMENT

BETWEEN

THE CLEAR WATER ACADEMY FOUNDATION

and

THE ALBERTA TEACHERS' ASSOCIATION

SEPTEMBER 1, 2019 to AUGUST 31, 2023

This collective agreement is made this ____ of _____ 20__ between Clear Water Academy Foundation (Foundation) and the Alberta Teachers' Association (Association).

Whereas this collective agreement is made pursuant to the laws of the province of Alberta as amended from time to time including but not limited to, the *Alberta Human Rights Act*, the *Employment Standards Code*, and the *Labour Relations Code*.

Effective May 11, 2021, the whereas statement above is repealed and replaced by the following whereas statement:

Whereas this collective agreement is made pursuant to the laws of the province of Alberta as amended from time to time including but not limited to the Alberta Human Rights Act, the Employment Standards Code, the Occupational Health and Safety Act and the Labour Relations Code.

1. APPLICATION/SCOPE

1.1 This collective agreement shall be applicable to every person who requires a teacher certificate as a condition of employment with the Foundation excepting those positions agreed to be excluded between the Foundation and the Association.

1.2 Excluded Positions

The Foundation recognizes the Association as the sole bargaining agent in regard to salaries and other conditions of employment for all teachers employed by the Foundation, with the exception of:

- a) Head of School
- b) Teachers in the Junior Kindergarten Program
- c) Secondary Director of Education and Formation
- d) Elementary Director of Education and Formation
- e) Formation Directors
- f) Formation Instructors
- g) Chaplains
- h) Catechists

The above positions will be able to work with students and teachers in the achievement of the mission of the school as follows:

- a) Coverage in a teacher's class, when a teacher needs to leave early, attend a meeting, or present to another class.
- b) Notwithstanding clause 5.3.2, coverage when the Foundation is not able to find a substitute teacher and internal coverage is required.

- c) Supervision of exams and to supervise students who require specific accommodations.
 - d) Specialty non-core courses where a teacher covered under this Collective Agreement is unavailable.
 - e) Non-credit optional courses or classes referred to as “Time for other subjects” category from the annual Guide to Education, in order to provide more variety for the students, to make the student classes smaller and for courses that would not otherwise be offered for the benefit of students and the mission of the school if these roles were not able to teach these option courses.
 - f) Notwithstanding the current roles and the responsibilities of teachers covered under this Collective Agreement, assisting in academic support for guided reading/math groups, additional one on one support, or diagnostic testing.
- 1.3 The Association is the bargaining agent for the Clear Water Academy Bargaining Unit (Bargaining Unit) and has exclusive authority to bargain collectively with the Foundation on behalf of the teachers and to bind the teachers by a collective agreement.
- 1.4 The Foundation retains all management rights, unless otherwise provided by the expressed terms of this collective agreement. The Foundation will exercise its rights in a fair and reasonable manner.
- 1.5 Implementation of this collective agreement shall not cause a teacher presently employed to receive a salary less than that calculated under any previous collective agreement unless mutually agreed to by the Foundation and the Association.
- 1.6 This collective agreement cancels all former collective agreements and all provisions appended thereto.
- 1.7 This collective agreement shall enure to the benefit of and be binding upon the parties and their successors.
- 1.8 Association Dues

All teachers shall pay monthly to the Association moneys equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Foundation from each teacher’s pay and remitted to the Association following the deduction. Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Foundation shall not be held liable for any costs arising from the resolution of any dispute.

1.9 Teacher/Administration Liaison Committee

The parties agree to form a Teacher/Administration Liaison Committee. The frames of reference for the committee are located in Appendix B.

1.10 Discipline Procedure

The parties agree to a process to address Discipline and Dismissal. The procedure is located in Appendix C.

2. TERM

2.1 The term of this collective agreement is September 1, 2019 to August 31, 2023. Unless stated otherwise, this collective agreement shall continue in full force and effect through August 31, 2023.

2.2 Bargaining

2.2.1 Either party may give to the other not less than sixty (60) days nor more than one hundred and eighty (180) days prior to the termination of the Agreement, a notice in writing of its intention to commence collective bargaining with a view to arriving at a new agreement. At the first meeting between the parties following such notice, which will occur not more than thirty (30) days after notice to commence bargaining has been received, the parties shall exchange all particulars of the amendments they seek. Negotiations shall be limited to the items in the two lists, except by mutual agreement.

2.2.2 Notwithstanding the termination date of this agreement, if notice has been given to commence bargaining, the terms and conditions contained herein shall remain in full force and effect until otherwise altered through collective bargaining or until a strike/lockout commences as per the *Labour Relations Code*, whichever comes first.

2.2.3 If neither party submits notice as per clause 2.2.1, this agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given as per clause 2.2.1.

2.3 Bridging

2.3.1 Notwithstanding section 130 of the *Labour Relations Code*, when a notice to commence bargaining has been served, a collective agreement in effect between the parties at the time of service of the notice is deemed to continue to apply to the parties,

notwithstanding any termination date in the collective agreement, until

- a) a new collective agreement is concluded, or
- b) a strike or lockout commences under Division 13 of Part 2 of the *Labour Relations Code* during local bargaining.

2.4 Meet and Exchange

2.4.1 Representatives of the Association and the Foundation shall meet and commence collective bargaining not more than 30 days after notice is given. At the first meeting, the Association and the Foundation shall exchange details of all amendments sought.

2.5 Mid-Term Bargaining

2.5.1 The Association and the Foundation may at any time by mutual agreement negotiate revisions to the matters contained in this collective agreement. Any such revisions shall become effective from the date mutually agreed upon by the parties.

2.6 Provision of Information

- 2.6.1 The Foundation will provide to the Association once per year, no later than October 31, the following:
- a) A list of its employees who are members of the Association including the name, certificate number, home address, personal phone number, and contract type.
 - b) A list of members who are on leaves of absence greater than five months.
 - c) A list of members distribution by salary grid category and step.
 - d) Annual Health Spending Account (HSA) and Wellness Spending Account (WSA) utilization rates.
 - e) Total annual benefit premium cost.
 - f) Total annual allowances, where applicable.
- 2.6.2 The Foundation will provide to the Association once per year, no later than December 31, the following:
- a) The Audited Financial Income Statement & Balance Sheet for the previous fiscal year.
 - b) Total substitute teacher costs for the previous fiscal year.

3. SALARY

3.1 Salary Pay Date/Schedule

Effective until August 31, 2021, teachers shall be paid semi-monthly on the 15th and last business day of the month.

Effective September 1, 2021, teachers shall be paid monthly on the last business day of the month.

3.2 Grid

3.2.1 All sums outlined in this article are “per annum” unless specifically stated otherwise.

3.2.2 The amount of university education and length of teacher experience, computed as hereinafter provided shall together determine the basic salary rate for each teacher contracted by the Foundation. The minimum salary, maximum salary, and increments for each year of teaching experience are calculated as follows:

Years of Teacher Experience	Years of Education		
	Four	Five	Six
0	\$59,062	\$62,293	\$66,167
1	\$62,543	\$65,779	\$69,652
2	\$66,035	\$69,264	\$73,138
3	\$69,517	\$72,750	\$76,624
4	\$72,999	\$76,235	\$80,107
5	\$76,489	\$79,720	\$83,593
6	\$79,974	\$83,206	\$87,082
7	\$83,458	\$86,688	\$90,563
8	\$86,945	\$90,179	\$94,050
9	\$90,429	\$93,662	\$97,533
10	\$93,914	\$97,148	\$101,020

3.2.2.1 Lump Sum Payment

The Foundation shall pay to the teachers in the Collective Agreement a one-time bonus of 1% of their 2020/2021 salary (and allowance) on or before June 30, 2021.

3.3 Education

- 3.3.1 The Alberta Teachers' Association Teacher Qualifications Service (TQS) shall evaluate a teacher's university education for salary purposes in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established by Memorandum of Agreement amongst the Department of Education, the Alberta Teachers' Association and the Alberta School Trustees' Association, dated March 23, 1967.
- 3.3.2 Each teacher claiming teacher education, and each teacher commencing employment with the Foundation, shall submit to the Foundation proof of having applied to the TQS of the Association for a statement of qualifications for salary purposes within forty-five (45) calendar days from commencement of the school year, February 1, or from the date of commencement of employment. If satisfactory proof is submitted within the forty-five (45) calendar days, from the commencement of the school year, salary shall be adjusted retroactively to the applicable commencement of the school year, or employment, or February 1, on receipt of the TQS statement of qualifications.
- 3.3.3 If satisfactory proof of having applied to TQS is not submitted within the forty-five (45) calendar days, salary shall be adjusted effective the month following the submission of satisfactory proof of qualifications provided such month is not July or August.
- 3.3.4 In the event of an appeal or re-evaluation by a teacher of an aforementioned TQS evaluation, salary will be adjusted retroactively to the date of the evaluation being appealed or re-evaluated provided such action is initiated by the teacher within forty-five (45) calendar days of the date of the said TQS evaluation. Written proof of such an action by the teacher is required by the Foundation to substantiate a claim under these provisions.
- 3.3.5 If an appeal or re-evaluation is not launched by a teacher within the said forty-five (45) days, salary shall be adjusted effective the beginning of the month following submission of the result of the action by the teacher provided such month is not July or August.
- 3.3.6 Once a teacher has submitted an evaluation from the TQS to the Foundation, no further evaluation will be necessary unless a teacher is claiming for additional course credits.
- 3.3.7 Until the teacher submits satisfactory evidence of qualifications, the teacher shall be placed on the salary schedule according to the

most acceptable statement of qualifications or according to the minimum education requirements for his/her teaching certificate.

- 3.3.8 Only one (1) year of education increment shall be granted per school year.

3.4 Experience (Effective until August 31, 2021)

- 3.4.1 Teachers shall gain experience while holding a valid Alberta teaching certificate or its equivalent, and working while:
- a) under contract in a position that requires a teaching certificate as a condition of employment, excluding leaves of absence without salary and vacation periods; and
 - b) employed as a substitute teacher within the preceding five (5) years.
- 3.4.2 A teacher shall be granted only one (1) experience increment during any one (1) school year.
- 3.4.3 Previously unrecognized experience gained in one school year with a Foundation may be carried over for calculation of experience increments in the following school year.
- 3.4.4 Provisions 3.4.1 through 3.4.4 take effect on September 1, 2017 and shall not be applied retroactively other than to permit unrecognized experience gained in the 2016/17 school year with the Foundation being carried over for calculation of experience increments in the 2017/18 school year.
- 3.4.5 A year of teaching experience shall be earned by teachers performing required duties for at least 140 full-time equivalent teaching days in the school term with the Foundation.

Effective until August 31, 2017, teaching experience earned by part-time teachers, or by a teacher under temporary contract, may be accumulated within three (3) consecutive year intervals. When a year of teaching experience has been accumulated by part-time teachers, or by a teacher under temporary contract, the teacher shall not begin to earn additional teaching experience until an increment has been granted at the beginning of another school year, or February 1, whichever is applicable.

- 3.4.6 The adjustment date for changes in the number of increments allowed for teaching experience shall be at the beginning of the school year or February 1.
- 3.4.7 The Foundation shall only recognize complete years of previous teaching experience for salary purposes provided such previous teaching experience was earned while employed by a Board of Trustees of a District or Division Board of Education as defined in the School Act, or by an Early Childhood Services Board operated under the guidelines of Alberta Education.
 - 3.4.7.1 Experience gained in any publicly funded schools in Canada, the United States of America, the Republic of Ireland, and British Commonwealth countries, plus any Catholic schools recognized by the local bishop or operated by a Catholic religious order in full communion with the Church, will be recognized as if it were earned while in the employ of the Foundation. The Foundation may also recognize experience from a well-recognized international school.
 - 3.4.7.2 The Foundation may, in its discretion, recognize additional experience.
- 3.4.8 The onus of substantiating previous teaching experience rests with the teacher.
 - 3.4.8.1 Proof of previous experience, or proof of having applied for same must be submitted to the Foundation within forty-five (45) calendar days of commencement of employment or the first (1st) day of school of each school year or February 1st, whichever is applicable.
 - 3.4.8.2 If such evidence, or proof of having applied for same, is submitted within forty-five (45) calendar days, salary shall be paid according to this experience retroactive to the date of commencement of the school year, or the date of commencement of employment, or February 1, whichever is applicable, upon submission of the actual evidence of previous experience.
 - 3.4.8.3 If such evidence is not submitted within the aforementioned forty-five (45) days, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of experience, and salary

shall be adjusted effective the beginning of the month following submission of such evidence.

- 3.4.8.4 Until the teacher submits satisfactory evidence of previous teaching experience, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of teaching experience or the minimum salary level applicable to the teacher's years of university training.

3.4 Effective September 1, 2021, the following clauses apply for Experience calculations on or after September 1, 2021 and shall repeal and replace clauses 3.4 above as applicable.

Teachers shall:

- a) Gain experience while holding a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction, and working in a position that requires a teaching certificate as a condition of employment; and,
- b) Not gain experience during vacation periods and leaves of absence without salary.

- 3.4.1 Experience increments shall be earned by a teacher on contract after one hundred and forty (140) operational days with the Foundation.
- 3.4.2 Experience increments shall be earned by a substitute teacher after one hundred and forty (140) operational days in the preceding five (5) years with the Foundation.
- 3.4.3 A teacher shall be granted only one (1) experience increment during any one (1) school year.
- 3.4.4 Uncredited experience shall be carried over for the calculation of experience increments.
- 3.4.5 The adjustment dates for an earned increment for teaching experience shall be September 1 and February 1.

Prior Experience

- 3.4.6 The teacher is responsible for providing proof of experience satisfactory to the Foundation in accordance with this article.
 - a) Until proof of experience is submitted to the teacher's appropriate Director of Education and Formation or designate, all teachers new to the Foundation shall be deemed to have zero years of experience on the salary grid.

- b) If proof or evidence of application for such proof is submitted to the Foundation within forty (40) operational days of commencement of employment, the Foundation shall adjust the teacher's salary retroactively to the commencement of employment.
 - c) If proof or evidence of application for such proof is not submitted within forty (40) operational days, salary will be adjusted the month following such submission.
- 3.4.7 The Foundation shall recognize prior teaching experience as if it was earned by employment with the Foundation provided that the teacher provides satisfactory proof as per clause 3.4.8.
- 3.4.8 A teacher requesting that the Foundation recognize experience earned with a previous School Division shall provide to the Foundation written confirmation from the previous School Division certifying:
- a) The number of days worked for each year of employment, length of employment, and affirmation that the experience was earned while the teacher was in possession of a valid Alberta teaching certificate or its equivalent in the relevant governing jurisdiction;
 - b) The position held while earning the experience was one that required a valid teaching certificate; and,
 - c) The written confirmation is signed by an authorized officer of the previous School Division.
- 3.4.9 At the time of movement from another School Division, the Foundation shall assume the recognition of experience provided by the previous School Division.
- 3.4.10 Any disputes arising relative to the recognition of previous experience or initial placement on the salary grid shall be addressed through the Grievance Procedure.
- 3.4.11 Clauses 3.4.6 through 3.4.10 of this article shall be applicable only to teachers whose date of hire is on or after the effective date of this agreement.

3.5 Other Rates of Pay

- 3.5.1 Summer Vacation Service**—a teacher who agrees to render professional service during the summer vacation period, at the written request of the appropriate Director of Education and

Formation, shall be paid 1/200th of the teacher's total annual salary (less any allowance) for each full day of work, or 1/400th (less any allowance) of the teacher's total annual salary for each half day of work. Teachers agreeing to teach summer school shall be paid 1/200th of the teacher's total annual salary (less any allowances) for each day of summer school they teach.

- 3.5.2 Where a teacher not in receipt of an allowance or salary under the Collective Agreement is directed in writing by the appropriate Director of Education and Formation or designate to provide professional service to the Foundation which is outside of the school calendar year established by the Foundation, that teacher shall be compensated at a rate of 1/200th of the teacher's annual salary for each full day of service or 1/400th of the teacher's annual salary where the service provided each day is for four (4) hours or less.
- 3.5.3 All payments to a teacher not previously specified shall require the teacher to notify the Teacher Welfare Committee (TWC) by letter of the payment(s).

3.6 Other Allowances

- 3.6.1 In addition to salary as a teacher, a consultant shall be paid an allowance of 3% of the teacher's placement on Basic Salary Grid.
- 3.6.1 Effective September 1, 2021, in addition to salary as a teacher, the positions below will be paid an annual allowance as indicated:
 - a) Elementary Dean of Academics - \$7,050
 - b) Secondary Dean of Academics - \$7,050
 - c) Secondary Dean of Students - \$4,600
 - d) Elementary Dean of Students - \$4,600
 - e) Extra-Curricular Athletics Coordinator - \$3,000
- 3.6.2 When the Foundation chooses to appoint team leaders and the teacher accepts, the person shall be appointed for one year, with the provision for reappointment by mutual consent. The team leader shall be paid an allowance of \$1,890.
- 3.6.3 This allowance shall be provided in two equal installments payable in December and June along with the payment of regular salary. Should two teachers wish to split the duties of a team leader, and should the appropriate Director of Education and Formation approve, the teachers will split a prorated share of the allowance.

4. ADMINISTRATOR ALLOWANCES AND CONDITIONS OF PRACTICE

4.1 Administration Allowances

- 4.1.1 In addition to salary as a teacher, principals shall be paid an administrative allowance per annum based on the number of pupils enrolled in the principal's school in accordance with the following schedule:

1 to 200 pupils	\$75.68
201 to 300 pupils	\$61.10
301 to 400 pupils	\$41.85
401 to 500 pupils	\$23.69
501 to 1000 pupils	\$13.81
Over 1000 pupils	\$10.63

With a minimum of \$15,053 per year.

The student count for a school year is that reported to the Department of Learning for September 30 of that school year. A kindergarten student is to be counted as 0.5 of a student.

- 4.1.2 Each vice-principal shall receive 50 percent of the principal's allowance.
- 4.1.3 Notwithstanding Article 4.1.2, no vice principal shall receive an annual allowance per annum of less than \$8,558

4.2 Red Circling

- 4.2.1 In the event that the Foundation requires a principal or a vice-principal to transfer to another principal or vice-principal position and such transfer results in an administrative allowance that is less than the allowance that the principal or vice-principal currently receives, the Foundation will maintain the higher allowance payment for three full school years.

4.3 Acting/Surrogate Administrators – Compensation

- 4.3.1 When in the absence of the principal the vice principal acts in place of the principal for a period of three or more consecutive school days, the vice principal shall be designated as acting principal effective the third consecutive day and from that date shall be paid as principal for the duration of the designation.

- 4.3.2 In the absence of all designated administrators, a teacher shall be designated as acting principal and shall be paid 50% of the principal's allowance on the second and subsequent consecutive school days of the designation, with payment to be made each month.
- 4.3.3 In the absence of all designated administrators, a teacher shall be designated as acting principal and shall be paid 50% of the principal's allowance on the first and subsequent consecutive school days of the designation, with payment to be made each month.

4.4 Teachers with Principal Designations

- 4.4.1 A teacher designated as a principal shall enter into a series of term contracts for a period of up to five (5) years. Up to two (2) of these five years may be on a probationary basis. Following the term contract maximum of five (5) years, inclusive of the maximum two (2) years probationary period, the Foundation must decide whether or not the designation will continue, and if it continues, it is deemed to be a continuing designation.
- 4.4.2 Any current principal who has had a term contract(s) for a term(s) of a total of less than five years on may continue under the term contract until the total number of years designated as a principal is five years. If the designation is not continued, it will expire at the conclusion of the term provided in the term contract, unless it is otherwise terminated in accordance with the express provisions of the term contract.

5. SUBSTITUTE TEACHERS

5.1 Rates of Pay

- 5.1.1 Effective until August 31, 2021, certified substitute teachers shall be paid \$201.61 including vacation pay per day of substitute teaching. The half-day rate for substitute teaching shall be 50% of the daily rate.
- 5.1.2 Effective September 1, 2021, certified substitute teachers shall be paid \$212.00 including vacation pay per day of substitute teaching. The half-day rate for substitute teaching shall be 50% of the daily rate.

5.2 Commencement of Grid Rate

5.2.1 Substitute teachers shall be paid 1/200th of their grid position effective the third consecutive day in the same assignment.

5.2.1 The period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a change in description of assignment is made by the Foundation. a holiday, teachers' convention, professional day or such other system-regulated breaks interrupt the substitute teacher's continuity in the classroom.

5.3 Other Substitute Teacher Conditions

5.3.1 Professional Development

A substitute teacher may access professional development provided by the Foundation, provided there is no cost to the Foundation.

5.3.2 Substitute teacher(s) shall be hired for each teacher absence on an instructional day, where reasonably practical.

6. PART TIME TEACHERS

6.1 FTE Definition: Part-time teacher FTE will be determined by the ratio of the teacher's actual annual instructional time to the teacher instructional time of a full-time assignment in the teacher's school. This FTE will be used to calculate the prorated portion of a teacher's assignable time.

6.2 Part-time Teachers Salaries

6.2.1 A teacher who is employed to teach on a part-time basis for the full year or a portion thereof shall be paid for that fraction of the annual salary entitlement which corresponds to the fraction of time taught.

7. GROUP BENEFITS

7.1 Group Health Benefit Plans

7.1.1 The Foundation agrees to provide the current Manulife Group Health and Dental and Disability Benefit plan.

7.1.2 The plans available to teachers shall be Life, Accidental Death and Dismemberment Insurance, Dependent Life, Short-Term Disability, Long-Term Disability, Extended Health Care, Dental Care and

Alberta Health Care Insurance Plan and will be provided in accordance with the provisions of the plans.

- 7.1.3 Participation in the plans shall be a condition of employment for all teachers commencing employment.
- 7.1.4 The Foundation shall contribute ninety (90) per cent of the premium costs for the following benefit plans:
 - a) Extended Health Care
 - b) Dental Plan
 - c) Alberta Health Care Insurance
 - d) Life
 - e) Accidental Death and Dismemberment
 - f) Dependent Life
- 7.1.5 The Teachers shall pay 100 per cent of the premium costs for the following benefit plans:
 - a) Short-Term Disability
 - b) Long-Term Disability
- 7.1.6 The Foundation agrees that no reduction in the amounts of benefits will occur without prior approval of the Alberta Teachers' Association.

7.2 Health Wellness Spending Account

- 7.2.1 Effective until December 31, 2021, the Foundation will establish for each teacher a Health Spending Account (HSA). Eligible teachers shall be actively at work, on maternity or parental leave, on paid sick leave, or on disability. Any unused amount shall carry forward one year; any unused amount at the end of the carry over year shall be forfeited to the Foundation.
- 7.2.2 The HSA shall be operated in accordance with the *Income Tax Act* and the Canada Revenue Agency.
- 7.2.3 The Foundation will contribute \$500 per year for each eligible full time teacher. Part-time teachers will receive a pro-rata share of the HSA based on their FTE.
- 7.2.4 Effective January 1, 2022, the Foundation will establish for each teacher a Health Spending Account (HSA)/Wellness Spending Account (WSA). Eligible teachers shall be actively at work, on maternity or parental leave, on paid sick leave, or on disability for a

maximum one (1) year. Any unused amount shall carry forward one year, any unused amount at the end of the carry over year shall be forfeited to the Foundation.

7.2.5 The HSA/WSA shall be operated in accordance with the *Income Tax Act* and the Canada Revenue Agency and the rules of the Manulife Group Health and Dental Plan.

7.2.6 The Foundation will contribute \$750 per year for each eligible full-time teacher. Part-time teachers will receive a pro-rata share of the HSA based on the FTE.

8. CONDITIONS OF PRACTICE

8.1 Teacher Instructional and Assignable Time

8.1.1 Effective August 27, 2018, teacher instructional time will be capped at 907 hours per school year commencing the 2018/19 school year.

8.1.2 Effective August 27, 2018, teacher assignable time will be capped at 1300 hours per school year commencing the 2018/19 school year.

8.2 Assignable Time Definition

8.2.1 Assigned Time is defined as the amount of time that the Foundation assigns teachers and within which they require teachers to fulfill various professional duties and responsibilities including but not limited to:

- a) Operational days (including teachers' convention)
- b) Instruction
- c) Supervision, including before and after classes, transition time between classes, recesses and lunch breaks
- d) Parent teacher interviews and meetings
- e) Foundation and school directed professional development, time assigned to teacher professional development, and travel as defined in clause 8.2.3
- f) Staff meetings
- g) Time assigned before and at the end of the school day
- h) Other activities that are specified by the Foundation to occur at a particular time and place within a reasonable work day.
- i) Catholic Learning Community will be 4-week cycle:
 - a) Two (2) weeks for the Foundation or designate to choose what to do. This can be staff meetings, Integral Formation, curriculum related, etc.

- b) One (1) week that is division led professional development as arranged by a Professional Development Committee, made up of members of the bargaining unit, which has two representatives from each division. This will be approved by the Teacher Welfare Committee.
- c) One (1) week that is the teachers own to choose what to do. They do have to stay at school and a Google Doc will be created where teachers will write down what they are doing and this will be shared with admin. This will include student extra curricular, partner meetings, team meetings, planning, learning support meetings, etc.

8.2.2 Teachers have professional obligations made pursuant to the Teaching Quality Standard, which may extend beyond what is assigned by the Foundation. Teachers have discretion, to be exercised reasonably, as to when they carry out their professional responsibilities that extend beyond their assigned time.

8.2.3 Time spent traveling to and from professional development opportunities identified in 8.2.1 (e) will not be considered in the calculation of a teacher's assignable time if:

- a) The teacher is being provided any other pay, allowances or a per diem for that travel time (excluding any compensation provided for mileage).
- b) The actual distance required to travel for the purposes of such professional development does not exceed the teachers' regular commute to their regular place of work by more than eighty (80) kilometers. In such instances, assignable time will be calculated as one quarter (1/4) of an hour for every twenty (20) kilometers traveled in excess of the eighty (80) kilometer threshold.
- c) The time is spent traveling to and from the teacher's annual convention.

9. PROFESSIONAL DEVELOPMENT

9.1 Teacher Professional Growth Plan

9.1.1 Teacher Professional Growth Plans will consider but will not be required to include the Foundation's goals.

9.1.2 The teacher professional growth process, including discussions between the teacher and the Director of Education and Formation, Elementary or the Director of Education and Formation, Secondary on the professional growth plans will continue to take place.

- 9.1.3 The Foundation is not restricted in developing their own staff development plan in which the Foundation may require teachers to participate.

9.2 Teachers' Convention

- 9.2.1 The Foundation shall allocate \$100 to each teacher to spend on professional development for attendance at Teachers' Convention, conferences, courses, or a retreat at the discretion of the teacher.
- 9.2.2 The Foundation shall structure the annual school calendar in such a manner to allow sufficient operational days for teachers to attend the annual ATA Teachers' Convention.

10. Sabbatical/Professional Improvement Leave/Graduate Study Leave

- 10.1 Sabbatical leave shall mean any long term leave of absence granted to a teacher for professional development through study.
- 10.2 Sabbatical leave may be granted at the discretion of the Foundation.
- 10.3 The remuneration of a teacher granted sabbatical leave shall be 55% of fourth year maximum, payable in 10 equal installments.
- 10.4 Sabbatical leave for the duration of a semester or trimester may be granted by the Foundation. Remuneration shall be calculated on a prorated basis.
- 10.5 A teacher who is granted sabbatical leave shall give an undertaking in writing to return to his/her duties following the expiry of his/her leave and shall not resign or retire from teaching service other than by mutual agreement between the Foundation and the teacher, for a period of at least two years after resuming duties.
- 10.6 Should a teacher, by mutual consent, resign or retire from the service of the Foundation before completing his/her two years service following such leave repayment of sabbatical leave salary shall be made to the Foundation on a prorated basis.

11. SICK LEAVE / MEDICAL CERTIFICATES AND REPORTING

- 11.1 Sick leave with pay shall be granted to a teacher for the purpose of obtaining necessary medical or dental treatment, or on account of injury, illness or disability of the teacher.

- 11.2 Effective as of September 1, 2021, a teacher shall have access to ten (10) school days, with pay and benefits, of sick leave per year. A teacher may bank up to two (2) of these days per year. At no time will a teachers' sick leave entitlement be more than twelve (12) days. On an exceptional circumstance, the Executive Director may extend sick leave benefits on a case by case basis.
- 11.3 A certificate of illness from a qualified medical or dental practitioner is required by the Foundation for a period of illness in excess of three (3) school days. Notwithstanding the foregoing, the Foundation may require a certificate from a physician or dentist designated by the Foundation attesting to the illness or disability claimed, prior to payment under these sick leave provisions, provided there is no cost to the teacher.
- 11.4 When a teacher is eligible for short term or long-term disability, they shall apply for these plans and no longer be eligible for sick leave with pay.
- 11.5 Notwithstanding the above, if a teacher is ruled ineligible by the disability insurer, the teacher will be entitled to use any outstanding sick leave days.
- 11.6 Payment under this Article, and eligibility to take paid sick leave, shall not be applicable when a teacher is on leave without pay, or while on strike.
- 11.7 When a teacher leaves the employ of the Foundation, all benefits contained under these provisions are cancelled.

12. MATERNITY, ADOPTION AND PARENTAL LEAVE (Effective for maternity an/or parental leaves that commenced before August 31, 2021)

12.1 Maternity Leave/Parental Leave/Adoption Leave

- 12.1.1 Maternity leave without pay and without benefits, except as provided below, shall be granted to teachers to a maximum sixteen (16) weeks under the following conditions:
 - 12.1.1.1 The teacher shall give at least six weeks (6) notice in writing of the day upon which she intends to commence maternity leave, together with a medical statement certifying that the teacher is pregnant and giving the estimated date of delivery.
 - 12.1.1.2 The teacher shall give the Foundation no less than four weeks (4) notice of the date on which the teacher intends to return to work.

- 12.1.1.3 A teacher returning from maternity leave is entitled to a teaching position with the Foundation. Every reasonable effort shall be made to return the teacher to a teaching position similar to the position the teacher had prior to the maternity leave.
- 12.1.1.4 The Foundation shall continue to contribute the Foundation's share of benefit plan premiums during the health-related portion of the maternity leave where the teacher chooses to continue coverage. The remainder of the maternity leave, not covered by the health-related portion shall be without pay and the Foundation's share of benefit plan premiums.

12.1.2 Parental/Adoption Leave

- 12.1.2.1 Parental/Adoption leave without pay and without benefits shall be granted to teachers to a maximum of sixty (62) weeks under the following conditions:
- 12.1.2.2 A teacher taking parental/adoption leave immediately following maternity leave is not required to provide notice unless the teacher originally indicated she was only taking sixteen (16) weeks of maternity leave.
- 12.1.2.3 The teacher taking parental/adoption leave, not immediately following maternity leave, shall give the Foundation at least six weeks (6) notice in writing of the day upon which the teacher intends to commence parental/adoption leave.
- 12.1.2.4 If the Foundation employs both parents of a child, the Foundation is not required to grant leave to both employees at the same time. Upon approval of the Executive Director, both parents may take leave at the same time.
- 12.1.2.5 If the teacher taking adoption leave is unable to comply with the written notice requirement because the date of the child's placement with the adoptive parents was not foreseeable, the teacher will give the Foundation notice at the earliest possible time.
- 12.1.2.6 A teacher returning from parental/adoption leave is entitled to a teaching position with the Foundation. Every reasonable effort shall be made to return the teacher to a

teaching position similar to the position the teacher had prior to the parental/adoption leave.

- 12.1.2.7 Upon written request submitted not less than four (4) weeks prior to the expiry date of the parental/adoption leave, the teacher may be granted extended parental/adoption leave in accordance with clause 15.1 to a natural break in the school year, the end of the school year in which the leave commenced, to a natural break in the next school year or the end of the next school year.
- 12.1.2.8 A teacher may apply to the Foundation for an additional general leave for up to one (1) full school year. Such leave shall be without pay and without benefits and the duration shall be mutually agreed prior to commencement of such leave.

Effective September 1, 2021, the following clauses apply for maternity/parental/adoption leaves commencing on or after September 1, 2021

12.1 Maternity Leave/Parental Leave/Adoption Leave

- 12.1.1 Maternity leave without pay and without benefits, except as provided below, shall be granted to teachers to a maximum sixteen (16) weeks under the following conditions:
 - 12.1.1.1 The teacher shall give at least six weeks (6) notice in writing of the day upon which she intends to commence maternity leave, together with a medical statement certifying that the teacher is pregnant and giving the estimated date of delivery.
 - 12.1.1.2 The teacher shall give the Foundation no less than four weeks (4) notice of the date on which the teacher intends to return to work.
 - 12.1.1.3A teacher returning from maternity leave is entitled to a teaching position with the Foundation. Every reasonable effort shall be made to return the teacher to a teaching position similar to the position the teacher had prior to the maternity leave.
 - 12.1.1.4 Where the teacher chooses to continue coverage, the Foundation shall continue to contribute the Foundation's share of benefit plan premiums during the 16 weeks of maternity leave.

12.1.2 Parental/Adoption Leave

- 12.1.2.1 Parental/Adoption leave without pay and without benefits shall be granted to teachers to a maximum of sixty (62) weeks under the following conditions:
- 12.1.2.2 A teacher taking parental/adoption leave immediately following maternity leave is not required to provide notice unless the teacher originally indicated she was only taking sixteen (16) weeks of maternity leave.
- 12.1.2.3 The teacher taking parental/adoption leave, not immediately following maternity leave, shall give the Foundation at least six weeks (6) notice in writing of the day upon which the teacher intends to commence parental/adoption leave.
- 12.1.2.4 If the Foundation employs both parents of a child, the Foundation is not required to grant leave to both employees at the same time. Upon approval of the Executive Director, both parents may take leave at the same time.
- 12.1.2.5 If the teacher taking adoption leave is unable to comply with the written notice requirement because the date of the child's placement with the adoptive parents was not foreseeable, the teacher will give the Foundation notice at the earliest possible time.
- 12.1.2.6 A teacher returning from parental/adoption leave is entitled to a teaching position with the Foundation. Every reasonable effort shall be made to return the teacher to a teaching position similar to the position the teacher had prior to the parental/adoption leave.
- 12.1.2.7 Upon written request submitted not less than four (4) weeks prior to the expiry date of the parental/adoption leave, the teacher may be granted extended parental/adoption leave in accordance with clause 15.1 to a natural break in the school year, the end of the school year in which the leave commenced, to a natural break in the next school year or the end of the next school year.
- 12.1.2.8 A teacher may apply to the Foundation for an additional general leave for up to one (1) full school year. Such leave shall be without pay and without benefits and the

duration shall be mutually agreed prior to commencement of such leave.

12.1.2.9 Where the teacher chooses to continue coverage, the Foundation shall continue to contribute the Foundation's share of benefit plan premiums during the 62 weeks of parental/adoption leave.

12.2 Benefits—Prepayment or Repayment of Premiums During Unpaid Portion of Leave

12.2.1 Teachers may prepay or repay benefit premiums payable during the duration of a maternity, adoption or parental leave.

12.2.2 Subject to the terms and conditions of the benefits insurance carrier policies, teachers on maternity, adoption or parental leave may make arrangements through the Foundation to prepay 100 per cent of the benefit premiums for applicable benefits provided for in the existing collective agreement, for a period of up to 18 months.

12.2.3 Notwithstanding clause 12.2.2, subject to the terms and conditions of the benefits insurance carrier policies, upon request by the teacher, the Foundation will continue paying the Foundation portion of the benefit costs for a teacher on maternity, adoption or parental leave, for a period of up to 18 months, provided the teacher repays the teacher portion of the benefit premiums.

12.2.4 A teacher who commits to clause 12.2.3 is responsible to repay the amount of the Foundation paid benefit premiums, and shall reimburse the Foundation upon return from the leave, in a mutually agreeable, reasonable manner over the period of no more than twelve months following the teacher's return to duty.

12.2.5 If a teacher fails to return to his/her teaching duties, the teacher shall be responsible to forthwith repay the Foundation paid benefit premiums, and shall reimburse the Foundation upon receipt of an invoice.

12.2.6 If a teacher has not fully repaid the cost of benefit premiums previously paid by the Foundation under clause 12.2.3 the teacher is not eligible to reapply for additional consideration under clause 12.2.3.

13. PRIVATE BUSINESS/GENERAL/PERSONAL LEAVES OF ABSENCE

13.1 A teacher shall be granted two (2) days of personal leave per school year. One day will be with pay and benefits and one day will be with pay less the cost of a substitute, except where circumstances put such leave in conflict with the interests of the school. These days can be taken as either full or half school days.

13.1.1 Each teacher shall be entitled to accumulate up to two unused personal leave days per year, to a maximum of four days which may be used in any one school year. Accumulated days shall be used in the manner in which they were banked.

13.2 A request for personal leave under clause 13.1 must be made in accordance with the following conditions:

- a) A teacher shall submit a request to the appropriate Director of Education and Formation or designate with two (2) weeks notice, where possible,
- b) Subject to the availability of a substitute teacher,
- c) This personal leave day shall not be used to extend a holiday period or a long weekend without approval of the appropriate Director of Education and Formation.

13.3 Teachers will, where possible, schedule appointments with healthcare providers outside of classroom hours. If scheduling such appointments is not possible outside of classroom hours, teachers will attempt to limit their absences for appointments.

13.4 A teacher is entitled to leave with full pay for religious obligations of which is a reasonable expectation of the Catholic faith and precludes the teacher from working. It is the teacher's responsibility to advise their appropriate Director of Education and Formation of the upcoming faith requirement as soon as reasonably possible, but not less than one (1) week prior the anticipated absence. These days will not impact the teacher's personal leave entitlement from 13.1. and shall not be for more than one day per occurrence.

14. ASSOCIATION LEAVE AND SECONDMENT

14.1 A teacher shall be granted leave of absence with pay provided the Foundation is reimbursed by the Association for the actual costs of the substitute, including the Foundation's portion of statutory benefit contributions, to fulfill the duties as an elected or appointed member of the Provincial Executive Council, Discipline and Practice Review Committees, Central Negotiating Committees and Local Negotiating Committees.

- 14.2 Upon written request to the appropriate Director of Education and Formation or designate, the Foundation may consider additional Association Leave. The written request shall be provided with as much notice as possible and, where possible, not less than five (5) working days in advance of the leave, stating the teacher's name, and the date(s) and time(s) the teacher will be absent from their professional duties with the Foundation. The Association will reimburse the Foundation as per clause 14.1. Such leaves will not be unreasonably denied.
- 14.3 Where the Association requests a secondment for a teacher who is elected to Provincial Executive Council, the teacher shall be seconded on a scheduled basis up to a maximum of the teacher's FTE provided that the amount of FTE the teacher is seconded is mutually agreed to by the Foundation, the teacher, and the Association and is at no cost to the Foundation.
- 14.4 During such secondment, the Foundation shall maintain the teacher's regular salary, applicable allowances, and any benefit contributions required by the collective agreement and make the statutory contributions on the teacher's behalf. The Association shall reimburse the Foundation for all payments made by the Foundation to the teacher or on his/her behalf while on secondment under this clause.

15. OTHER LEAVES

- 15.1 Additional leaves of absence with or without pay and with or without benefits may be granted to teachers for reasons accepted by the Foundation.
- 15.2 A temporary leave of absence with pay shall be granted whenever the teacher is absent, as follows:
- a) Up to five (5) school days for the death, and five (5) school days for the critical illness, of a teacher's spouse, son or daughter, parent, brother, sister, or parent of spouse upon completion of the necessary absence forms.
 - b) Up to three (3) days for the death of a grandparent, grandchild, son-in-law or daughter-in-law, aunt, uncle, nephew, niece, if warranted.
 - c) Up to three (3) school days for the death of grandparent of spouse, brother in law, sister in law, or other relative who is a member of the teacher's household.
- 15.2.1 In the event of the death of relatives listed in clause 15.2(b), additional leave with pay may be granted for travel at the Foundation's discretion.

- 15.2.2 Before payment is made under this article, the Foundation may require a medical certificate stating that critical illness was the reason for the absence.
- 15.3 Effective upon ratification of this agreement by both parties a teacher is entitled to a leave of absence with pay for one (1) day per school year for the teacher's own convocation or that of the teacher's spouse or child.
- 15.4 For not more than two (2) days, paternity leave shall be granted for the birth of the teacher's own child to be used within one (1) week from the day of birth or within two (2) days from the date on which the mother or the child is released from hospital.
- 15.5 For jury duty or any summons related thereto, the teacher shall remit to the Foundation any jury stipend set by the Court or other body.
- 15.6 To answer a subpoena or summons to attend as a witness in a court of law as a result of any action arising out of the teacher's employment, or to attend any court proceeding as a witness in a cause other than the teachers own. In this instance the teacher shall remit to the Foundation any witness fee set by the Court or other body.
- 15.7 A teacher, upon notification to the appropriate Director of Education and Formation or designate, may use up to three (3) days of leave per school year, with pay, to care for the teacher's sick child or other relative living in the teacher's household, or the teacher's parent, providing that the other spouse is incapacitated or not available.

16. LOCAL GRIEVANCE PROCEDURE

- 16.1 A grievance is a difference regarding the interpretation, application, operation or any alleged violation of this Collective Agreement.
- 16.2 A grievance must be initiated in writing stating all particulars as to the nature of the grievance, the clause alleged to have been violated and the remedy requested. Such grievance shall be submitted to the Executive Director and to the Chairperson of the Teacher Welfare Committee within twenty (20) teaching days from when the teacher became aware of the incident.
- 16.3 A committee comprised of two representatives of the Foundation and two representatives of the local Association shall meet and attempt to resolve the grievance within fifteen (15) teaching days of receipt of grievance by the Foundation. If the committee reaches a unanimous decision as to the disposition of any grievance that decision shall be final and binding.

- 16.4 If the Parties fail to reach an agreement under clause 16.3, either Party may by written notice to the other Party, require the establishment of an Arbitration Board. Such written notice shall be served within ten (10) teaching days following the time limit set out in clause 16.3.
- 16.4.1 Upon ratification, in the event that the decision of the committee fails to resolve the grievance, or the committee cannot come to a decision, then either Party may, by written notice served on the other Party, require the establishment of an Arbitration Board. Such written notice shall be served within ten (10) teaching days of receipt of the committee's decision.
- 16.5 Each Party shall appoint one member as its representative on the Arbitration Board within seven (7) teaching days of receipt of such notice. The two members so appointed shall endeavour to select an independent chairperson.
- 16.6 If the two members fail to select a chairperson within five (5) teaching days after the day on which the last of the two members is appointed, they shall request the Director of Mediation Services to select a chairperson.
- 16.7 The Arbitration Board may not change, modify or alter any of the terms of this Collective Agreement. All grievances submitted shall present an arbitrable issue under this Collective Agreement and shall not depend on or involve an issue or contention by either Party that is contrary to any subject matter covered by or arising under the terms of this Collective Agreement.
- 16.8 The findings and decision of a majority is the award of the Arbitration Board and is final, and binding upon the Parties and upon any employee affected by it. If there is not a majority, the decision of the chairperson governs and it shall be deemed to be the award of the Arbitration Board.
- 16.9 The purpose of the grievance procedure provisions is to ensure that any grievance is processed in an expeditious manner, therefore, compliance with the provisions is mandatory. If the respondent fails to comply with provisions of this procedure, the grievance is processed to the next step. If the grievant fails to comply with all procedures, the grievance is at an end.

17. EMPLOYMENT

Contracts for Teaching Services

- 17.1 Upon employment with the Foundation, each teacher shall be given a copy of the current Collective Agreement.

17.1.1 The Foundation shall notify current teachers about their employment status for the next school year by the last school day in June.

17.1.2 The Foundation shall use as contracts the individual contract templates found in Appendix A to this agreement. If the Foundation desires to make amendments to the contracts, the Association will meet with the Foundation to commence discussions on amendments to Appendix A only.

17.2 Every contract of employment between the Foundation and a teacher shall

- (a) be in writing,
- (b) be offered to a teacher by a person acting on behalf of the Foundation and
- (c) be accepted by the teacher.

17.2.1 For the purposes of this Collective Agreement, an offer, acceptance, confirmation, statement or notification shall be in writing and shall be

- (a) sent by registered or ordinary mail or by courier,
- (b) personally served on, or,
- (c) sent by fax or electronic mail to the person to whom it is addressed.

17.3 Review of Personnel File

17.3.1 By written request, a teacher will be entitled to examine the contents of the teacher's personnel file during regular working hours and in the presence of an authorized representative of the Foundation.

17.4 Creation of New Positions

17.4.1 When the Foundation creates a position not currently provided for in this Collective Agreement, and the person to be hired for the position is a certified teacher and the person to be hired for the position will be subject to the Collective Agreement, the Foundation will negotiate an allowance with the Teacher Welfare Committee's negotiating subcommittee before filling such position. If, after thirty (30) days from the time notice is given to the Teacher Welfare Committee, no agreement is reached, the Foundation may proceed to fill the position with the understanding that the amount of the allowance will be on the bargaining table at the next round of negotiations.

17.5 Deferred Salary Leave

17.5.1 The Foundation agrees to implement a deferred salary leave plan, which corresponds with the requirements of paragraph 6801(a) of the Regulations to the *Income Tax Act* (Canada) and the Canada Revenue Agency.

17.6 Contracts of Employment

Amend all contracts as per the attached template (Full Time Catholic Continuous Teacher Contract – Revised Contract March 2021 Accepted Changes.pdf) to all attached contracts.

Repeal and replace # 25 in all contracts with:

The Teacher agrees that all information of any nature whatsoever obtained while providing services to, or on behalf of, the School, is deemed to be proprietary and strictly confidential. The Teacher further agrees to take any and all precautions to restrict the dissemination of such proprietary and confidential information and agrees not to use such information for the benefit of the Teacher, or for the benefit of any other person or entity, or otherwise disclose, furnish or make such information accessible to any other person or entity. Upon the termination of this Contract, the Teacher shall promptly return to the School all materials provided by the School and shall not retain any copies of such materials. This obligation of strict confidentiality shall continue in full force and effect notwithstanding the termination of this Contract. For greater certainty, nothing in this paragraph is intended to prevent the Teacher from discussing (i) financial matters with her/his financial advisor or spouse, or (ii) matters which pertain to the Agreement with the Association.

18. APPENDICES

APPENDIX A-1

PROBATIONARY FULL-TIME TEACHING CONTRACT - CATHOLIC

CONTRACT FOR TEACHING SERVICES

(the “**Contract**”)

THIS CONTRACT is made and entered into this ___ day of _____, 20__ in Calgary by and between:

CLEAR WATER ACADEMY FOUNDATION

(the “**School**”)

-and-

(the “**Teacher**”)

AND WHEREAS the Alberta Teachers’ Association (the “**Association**”) is the duly certified bargaining agent for the teachers employed by the School;

AND WHEREAS salaries and other terms and conditions of employment of the Teacher will be subject to the Collective Agreement between the School and the Association (the “**Agreement**”);

AND WHEREAS the Agreement is subject to negotiation between the School and the Association;

AND WHEREAS the School is desirous of employing the Teacher as a teacher under a full-time probationary contract of employment;

AND WHEREAS the Teacher is desirous of becoming a teacher with the School under a full-time probationary contract of employment;

NOW THEREFORE in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree 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 School.

Employment and Term

2. The School agrees to employ the Teacher and the Teacher agrees to be employed by the School as a teacher for the School under a 1.0 FTE full-time probationary contract of employment.

3. The Teacher's employment under this Contract shall commence on ___ day of _____, 20___, will automatically expire on the ___ day of _____, 20___, unless otherwise terminated earlier in accordance with the provisions of the *Education Act* or this Contract or the Agreement.
4. The parties acknowledge and agree that the Teacher shall not be entitled to notice of the expiry of the term of this contract, or to receipt of written reasons or a hearing upon the expiry of the term of this contract.

Compliance with Laws and Policies

5. The Teacher's 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 Agreement in force at the time this Contract comes into effect, and such policies, rules, regulations, guidelines, administrative procedures and/or directives as may be made or implemented from time to time by the School for the administration, management and operation of the School, the Schools buildings, and related programs under its jurisdiction.

Compensation

6. As compensation for the services to be provided hereunder, the Teacher shall be paid in accordance with the Agreement, as amended from time to time.
7. The School shall deduct from the Teacher's compensation all applicable federal, provincial, local or foreign taxes, voluntary contribution/donation including income tax, withholding tax, Employment Insurance, Canada Pension Plan and annual fund amounts.
8. The School agrees that if at any time the School has paid wages to the Teacher in excess of the amount due to the Teacher at the time of payment, the School will provide written notice and proof of overpayment to the Teacher. Upon receiving notice and proof, the Teacher agrees that the School may deduct an amount equal to the overpayment from any future monies owing to the Teacher by the School, subject to a reasonable repayment schedule.
9. Further, notwithstanding anything herein to the contrary, in the event (i) the Teacher is terminated for sufficient and just cause, (ii) the Teacher's certificate for teaching has been suspended or revoked, or (iii) the Teacher has been convicted of an offence under federal, provincial or local law, as described in paragraphs 27. to 29. below, then the Teacher shall not be entitled to any compensation from and after such dismissal, certificate suspension or revocation, or conviction.

Resignation and Termination

10. The Teacher's employment hereunder may be terminated by the School at any time without notice or pay in lieu of notice for just cause, the determination of which shall be in the sole discretion of the School.
11. The Teacher's employment may be terminated by the Teacher's providing 30 days' notice in writing to the School (the "**Resignation Notice**"). The School has the right to waive the Teacher's Resignation Notice, in whole or in part, in which case the Teacher's employment shall terminate effective the date set by the School.

Group Insurance

12. The Teacher will be a member of the current group benefits program.

Retirement Plan

13. The Teacher will be a member of the Private School Teachers' Pension Plan administered by the Alberta Teachers' Retirement Fund.

Responsibilities and Covenants

14. The Teacher agrees to adhere faithfully to and be bound by the terms and provisions of the Faculty/Teacher Handbook, as amended from time to time, which forms a material part of this Contract. A Faculty/Teacher Handbook Acknowledge and Consent Form must be returned with this Teaching Contract.
15. The parties acknowledge and agree that school programming includes not only adherence to such provincial program of studies as is required from time to time by Alberta Education, but such other programs, activities or events which are reasonably deemed necessary by the School, to implement the model of Integral Formation and achieve the mission of the School or other programs, activities or events for any designated student population under the jurisdiction of the School. School programming includes curricular, co-curricular and extracurricular programs, activities and related events.
16. The Teacher acknowledges and agrees that as part of his/her assignment and responsibilities the Teacher will be required to perform such extracurricular duties, including any extracurricular duties as may be reasonably required by the School through its administrators from time to time or under the School's policies, as may be reasonably required by the School to fulfill the School's roles and objectives.
17. 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 Integral Formation, curriculum development, to participate in and promote parent-teacher organizations and functions, to supervise students, and to conduct such parent conferences or student-led conferences, as are deemed appropriate by the School.
18. 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 School 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 School, while always working to promote a positive school climate.
19. 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.
20. The Teacher shall be responsible to work both collaboratively and collegially in fulfilling the Teacher's roles and responsibilities to the School, all staff, volunteers and the general school community.
21. The Teacher agrees to diligently, effectively, and faithfully to perform all duties and responsibilities that may be prescribed or required from time to time, whether by statute, the Agreement, School policy, rules, procedures or regulations, or through the directives of the School or its properly authorized designates.

22. The Teacher shall at all times conduct himself/herself in a professional manner and display conduct that is appropriate to the role of a Teacher and that serves as an appropriate role model for the School's students.
23. The Teacher acknowledges and agrees that he/she is fully aware of the requirements of the Ministerial Order respecting Teaching Quality Standards, and the School's standards and policies respecting quality of teaching. 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 School, may lead to a period of evaluation and/or remediation as contemplated in the Alberta Education Policy on Teacher Growth, Supervisions 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 School, may lead to disciplinary action up to and including termination of the Teacher's contract of employment.
24. 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, as required by the Agreement.

Driver's License

25. The Teacher acknowledges that a Class 4 Alberta driver's license must be obtained if the Teacher will be driving students or other passengers in the course of his/her employment. Where the parties have agreed that the Teacher shall be responsible for the driving of students or other passengers, the Teacher will make reasonable efforts to obtain a valid Alberta Class 4 driver's license. The Teacher further acknowledges and agrees that, if a Class 4 license is obtained, any licensing requirements shall be maintained in good standing. The Teacher further acknowledges and agrees that he/she shall provide proof of all such licensing requirements, forthwith upon a written request by the School to provide a copy of the same.

Protection of Privacy and Confidentiality

26. The Teacher agrees that all information of any nature whatsoever obtained while providing services to, or on behalf of, the School, is deemed to be proprietary and strictly confidential. The Teacher further agrees to take any and all precautions to restrict the dissemination of such proprietary and confidential information and agrees not to use such information for the benefit of the Teacher, or for the benefit of any other person or entity, or otherwise disclose, furnish or make such information accessible to any other person or entity. Upon the termination of this Contract, the Teacher shall promptly return to the School all materials provided by the School and shall not retain any copies of such materials. This obligation of strict confidentiality shall continue in full force and effect notwithstanding the termination of this Contract.

Criminal Record Check

27. The Teacher acknowledges and agrees that the Teacher shall comply with the Agreement and School policy respecting, and requests by the School 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 School, respecting the Teacher's current criminal record status, and to advise the School immediately upon being charged with or convicted of an offence under the *Criminal Code of Canada*, and/or the *Controlled Drugs and Substances Act*.

28. The parties acknowledge and agree that a failure by the Teacher to notify the School and the Association 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.
29. The parties further acknowledge and agree that a failure by the Teacher to notify the School and the Association 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.

Catholicity

30. The Teacher has read and signed in good faith the Document entitled "A DECLARATION OF FAITH AND THE PRACTICE OF TEACHING FOR CATHOLIC TEACHERS AT CLEAR WATER ACADEMY", which forms part of this Contract.
31. The Teacher further:
- a. attests that she/he is a practicing Catholic;
 - b. represents that she/he is capable and willing to teach a fully permeated Catholic faith both in and outside of formal classes, celebrations and exercises;
 - c. will demonstrate support and respect for the Roman Catholic Church and to be in consort with the teachings of the Pope, the Magisterium and the Bishops in communion with Him;
 - d. undertakes to follow, both in and out of school, a lifestyle and deportment in harmony with Catholic Church practices and beliefs which include, among other things, participation in the Sacraments of the Church and living in harmony with the principles of the Gospel and teachings of the Catholic Church;
 - e. acknowledges and agrees that either the School or the Teacher may seek the interpretation and assistance of the local Bishop in order to clarify what are the principles of the Gospel and teachings of the Catholic Church;
 - f. understands and is committed to the responsibility to undertake periodic professional development related to Catholicity and to fully support the spiritual development of students.
32. For the purpose of this provision "Catholic" shall mean "a baptized member of the Roman Catholic Church, or one of the Eastern Catholic Churches".
33. The parties further acknowledge and agree that a failure of the Teacher to meet the requirements contained in paragraphs 30. and 31., above, may lead to disciplinary action, up to and including termination of the Teacher's contract of employment with the School.

General

34. 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.
35. 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.

- 36. 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 School with any information reasonably pertinent to the School's decision to make this offer of employment.
- 37. The School and the Association may amend the terms of this contract upon mutual written agreement.
- 38. The parties acknowledge and agree that there are no representations, warranties, or collateral agreements between the parties hereto regarding the employment of the Teacher as a teacher on behalf of the School, other than as expressly set out in this contract.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year shown below.

DATED at Calgary, Alberta this ____ day of _____, 20__

CLEAR WATER ACADEMY FOUNDATION

By: _____
Name: _____
Title: _____

DATED at Calgary, Alberta this ____ day of _____, 20__

TEACHER

Signed: _____
Print Name: _____

APPENDIX A-2

PROBATIONARY PART-TIME TEACHING CONTRACT - CATHOLIC

CONTRACT FOR TEACHING SERVICES

(the “**Contract**”)

THIS CONTRACT is made and entered into this ___ day of _____, 20__ in Calgary by and between:

CLEAR WATER ACADEMY FOUNDATION

(the “**School**”)

-and-

(the “**Teacher**”)

AND WHEREAS the Alberta Teachers’ Association (the “**Association**”) is the duly certified bargaining agent for the teachers employed by the School;

AND WHEREAS salaries and other terms and conditions of employment of the Teacher will be subject of the Collective Agreement between the School and the Association (“**Agreement**”);

AND WHEREAS the Agreement is subject to negotiation between the School and the Association;

AND WHEREAS the School is desirous of employing the Teacher as a teacher under a part-time probationary contract of employment;

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

NOW THEREFORE in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree 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 School.

Employment and Term

2. The School agrees to employ the Teacher and the Teacher agrees to be employed by the School as a teacher for the School under a part-time probationary contract of employment. The parties acknowledge

and agree the School may vary the amount of time the Teacher is required to teach in accordance with the *Education Act*.

3. The Teacher's employment under this Contract shall commence on ___ day of _____, 20___, will automatically expire on the ___ day of _____, 20___, unless otherwise terminated earlier in accordance with the provisions of the *Education Act* or this Contract or the Agreement.
4. The parties acknowledge and agree that the Teacher shall not be entitled to notice of the expiry of the term of this contract, or to receipt of written reasons or a hearing upon the expiry of the term of this contract.

Compliance with Laws and Policies

5. The Teacher's 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 Agreement in force at the time this Contract comes into effect, and such policies, rules, regulations, guidelines, administrative procedures and/or directives as may be made or implemented from time to time by the School for the administration, management and operation of the School, the Schools buildings, and related programs under its jurisdiction.

Compensation

6. As compensation for the services to be provided hereunder, the Teacher shall be paid in accordance with the Agreement as amended from time to time.
7. The School shall deduct from the Teacher's compensation all applicable federal, provincial, local or foreign taxes, voluntary contribution/donation including income tax, withholding tax, Employment Insurance, Canada Pension Plan and annual fund amounts.
8. The School agrees that if at any time the School has paid wages to the Teacher in excess of the amount due to the Teacher at the time of payment, the School will provide written notice and proof of overpayment to the Teacher. Upon receiving notice and proof, the Teacher agrees that the School may deduct an amount equal to the overpayment from any future monies owing to the Teacher by the School, subject to a reasonable repayment schedule.
9. Further, notwithstanding anything herein to the contrary, in the event (i) the Teacher is terminated for sufficient and just cause, (ii) the Teacher's certificate for teaching has been suspended or revoked, or (iii) the Teacher has been convicted of an offence under federal, provincial or local law, as described in paragraphs 27. to 29. below, then the Teacher shall not be entitled to any compensation from and after such dismissal, certificate suspension or revocation, or conviction.

Resignation and Termination

10. The Teacher's employment hereunder may be terminated by the School at any time without notice or pay in lieu of notice for just cause, the determination of which shall be in the sole discretion of the School.
11. The Teacher's employment may be terminated by the Teacher's providing 30 days' notice in writing to the School (the "**Resignation Notice**"). The School has the right to waive the Teacher's Resignation Notice, in whole or in part, in which case the Teacher's employment shall terminate effective the date set by the School.

Group Insurance

12. The Teacher will be a member of the current group benefits program, if qualification is met.

Retirement Plan

13. The Teacher will be a member of the Private School Teachers' Pension Plan administered by the Alberta Teachers' Retirement Fund.

Responsibilities and Covenants

14. The Teacher agrees to adhere faithfully to and be bound by the terms and provisions of the Faculty/Teacher Handbook, as amended from time to time, which forms a material part of this Contract. A Faculty/Teacher Handbook Acknowledge and Consent Form must be returned with this Teaching Contract.
15. The parties acknowledge and agree that school programming includes not only adherence to such provincial program of studies as is required from time to time by Alberta Education, but such other programs, activities or events which are reasonably deemed necessary by the School, to implement the model of Integral Formation and achieve the mission of the School or other programs, activities or events for any designated student population under the jurisdiction of the School. School programming includes curricular, co-curricular and extracurricular programs, activities and related events.
16. The Teacher acknowledges and agrees that as part of his/her assignment and responsibilities the Teacher will be required to perform such extracurricular duties, including any extracurricular duties as may be reasonably required by the School through its administrators from time to time or under the School's policies, as may be reasonably required by the School to fulfill the School's roles and objectives.
17. 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 Integral Formation, curriculum development, to participate in and promote parent-teacher organizations and functions, to supervise students, and to conduct such parent conferences or student-led conferences, as are deemed appropriate by the School.
18. 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 School 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 School, while always working to promote a positive school climate.
19. 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.
20. The Teacher shall be responsible to work both collaboratively and collegially in fulfilling the Teacher's roles and responsibilities to the School, all staff, volunteers and the general school community.
21. The Teacher agrees to diligently, effectively, and faithfully to perform all duties and responsibilities that may be prescribed or required from time to time, whether by statute, the Agreement, School policy, rules, procedures or regulations, or through the directives of the School or its properly authorized designates.

22. The Teacher shall at all times conduct himself/herself in a professional manner and display conduct that is appropriate to the role of a Teacher and that serves as an appropriate role model for the School's students.
23. The Teacher acknowledges and agrees that he/she is fully aware of the requirements of the Ministerial Order respecting Teaching Quality Standards, and the School's standards and policies respecting quality of teaching. 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 School, may lead to a period of evaluation and/or remediation as contemplated in the Alberta Education Policy on Teacher Growth, Supervisions 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 School, may lead to disciplinary action up to and including termination of the Teacher's contract of employment.
24. 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, as required by the Agreement.

Driver's License

25. The Teacher acknowledges that a Class 4 Alberta driver's license must be obtained if the Teacher will be driving students or other passengers in the course of his/her employment. Where the parties have agreed that the Teacher shall be responsible for the driving of students or other passengers, the Teacher will make reasonable efforts to obtain a valid Alberta Class 4 driver's license. The Teacher further acknowledges and agrees that, if a Class 4 license is obtained, any licensing requirements shall be maintained in good standing. The Teacher further acknowledges and agrees that he/she shall provide proof of all such licensing requirements, forthwith upon a written request by the School to provide a copy of the same.

Protection of Privacy and Confidentiality

26. The Teacher agrees that all information of any nature whatsoever obtained while providing services to, or on behalf of, the School, is deemed to be proprietary and strictly confidential. The Teacher further agrees to take any and all precautions to restrict the dissemination of such proprietary and confidential information and agrees not to use such information for the benefit of the Teacher, or for the benefit of any other person or entity, or otherwise disclose, furnish or make such information accessible to any other person or entity. Upon the termination of this Contract, the Teacher shall promptly return to the School all materials provided by the School and shall not retain any copies of such materials. This obligation of strict confidentiality shall continue in full force and effect notwithstanding the termination of this Contract.

Criminal Record Check

27. The Teacher acknowledges and agrees that the Teacher shall comply with the Agreement and School policy respecting, and requests by the School 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 School, respecting the Teacher's current criminal record status, and to advise the School immediately upon being charged with or convicted of an offence under the *Criminal Code of Canada*, and/or the *Controlled Drugs and Substances Act*.

28. The parties acknowledge and agree that a failure by the Teacher to notify the School and the Association 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.
29. The parties further acknowledge and agree that a failure by the Teacher to notify the School and the Association 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.

Catholicity

30. The Teacher has read and signed in good faith the Document entitled "A DECLARATION OF FAITH AND THE PRACTICE OF TEACHING FOR CATHOLIC TEACHERS AT CLEAR WATER ACADEMY", which forms part of this Contract.
31. The Teacher further:
 - a. attests that she/he is a practicing Catholic;
 - b. represents that she/he is capable and willing to teach a fully permeated Catholic faith both in and outside of formal classes, celebrations and exercises;
 - c. will demonstrate support and respect for the Roman Catholic Church and to be in consort with the teachings of the Pope, the Magisterium and the Bishops in communion with Him;
 - d. undertakes to follow, both in and out of school, a lifestyle and deportment in harmony with Catholic Church practices and beliefs which include, among other things, participation in the Sacraments of the Church and living in harmony with the principles of the Gospel and teachings of the Catholic Church;
 - e. acknowledges and agrees that either the School or the Teacher may seek the interpretation and assistance of the local Bishop in order to clarify what are the principles of the Gospel and teachings of the Catholic Church;
 - f. understands and is committed to the responsibility to undertake periodic professional development related to Catholicity and to fully support the spiritual development of students.
32. For the purpose of this provision "Catholic" shall mean "a baptized member of the Roman Catholic Church, or one of the Eastern Catholic Churches".
33. The parties further acknowledge and agree that a failure of the Teacher to meet the requirements contained in paragraphs 30. and 31. above, may lead to disciplinary action, up to and including termination of the Teacher's contract of employment with the School.

General

34. 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.
35. 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.

- 36. 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 School with any information reasonably pertinent to the School's decision to make this offer of employment.
- 37. The School and the Association may amend the terms of this contract upon mutual written agreement.
- 38. The parties acknowledge and agree that there are no representations, warranties, or collateral agreements between the parties hereto regarding the employment of the Teacher as a teacher on behalf of the School, other than as expressly set out in this contract.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year shown below.

DATED at Calgary, Alberta this ____ day of _____, 20__

CLEAR WATER ACADEMY FOUNDATION

By: _____
Name: _____
Title: _____

DATED at Calgary, Alberta this ____ day of _____, 20__

TEACHER

Signed: _____

Print Name: _____

APPENDIX A-3

PROBATIONARY FULL-TIME TEACHING CONTRACT – NON-CATHOLIC

CONTRACT FOR TEACHING SERVICES

(the “**Contract**”)

THIS CONTRACT is made and entered into this ___ day of _____, 20__ in Calgary by and between:

CLEAR WATER ACADEMY FOUNDATION

(the “**School**”)

-and-

(the “**Teacher**”)

AND WHEREAS the Alberta Teachers’ Association (the “**Association**”) is the duly certified bargaining agent for the teachers employed by the School;

AND WHEREAS salaries and other terms and conditions of employment of the Teacher will be subject to the Collective Agreement between the School and the Association (the “**Agreement**”);

AND WHEREAS the Agreement is subject to negotiation between the School and the Association;

AND WHEREAS the School is desirous of employing the Teacher as a teacher under a full-time probationary contract of employment;

AND WHEREAS the Teacher is desirous of becoming a teacher with the School under a full-time probationary contract of employment;

NOW THEREFORE in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree 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 School.

Employment and Term

2. The School agrees to employ the Teacher and the Teacher agrees to be employed by the School as a teacher for the School under a 1.0 FTE full-time probationary contract of employment.
3. The Teacher's employment under this Contract shall commence on ___ day of _____, 20__, will automatically expire on the ___ day of _____, 20__, unless otherwise terminated earlier in accordance with the provisions of the *Education Act* or with this Contract or the Agreement.
4. The parties acknowledge and agree that the Teacher shall not be entitled to notice of the expiry of the term of this contract, or to receipt of written reasons or a hearing upon the expiry of the term of this contract.

Compliance with Laws and Policies

5. The Teacher's 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 Agreement in force at the time this Contract comes into effect, and such policies, rules, regulations, guidelines, administrative procedures and/or directives as may be made or implemented from time to time by the School for the administration, management and operation of the School, the Schools buildings, and related programs under its jurisdiction.

Compensation

6. As compensation for the services to be provided hereunder, the Teacher shall be paid in accordance with the Agreement as amended from time to time.
7. The School shall deduct from the Teacher's compensation all applicable federal, provincial, local or foreign taxes, voluntary contribution/donation including income tax, withholding tax, Employment Insurance, Canada Pension Plan and annual fund amounts.
8. The School agrees that if at any time the School has paid wages to the Teacher in excess of the amount due to the Teacher at the time of payment, the School will provide written notice and proof of overpayment to the Teacher. Upon receiving notice and proof, the Teacher agrees that the School may deduct an amount equal to the overpayment from any future monies owing to the Teacher by the School, subject to a reasonable repayment schedule.
9. Further, notwithstanding anything herein to the contrary, in the event (i) the Teacher is terminated for sufficient and just cause, (ii) the Teacher's certificate for teaching has been suspended or revoked, or (iii) the Teacher has been convicted of an offence under federal, provincial or local law, as described in paragraphs 27. to 29. below, then the Teacher shall not be entitled to any compensation from and after such dismissal, certificate suspension or revocation, or conviction.

Resignation and Termination

10. The Teacher's employment hereunder may be terminated by the School at any time without notice or pay in lieu of notice for just cause, the determination of which shall be in the sole discretion of the School.
11. The Teacher's employment may be terminated by the Teacher's providing 30 days' notice in writing to the School (the "**Resignation Notice**"). The School has the right to waive the Teacher's Resignation Notice, in whole or in part, in which case the Teacher's employment shall terminate effective the date set by the School.

Group Insurance

12. The Teacher will be a member of the current group benefits program.

Retirement Plan

13. The Teacher will be a member of the Private School Teachers' Pension Plan administered by the Alberta Teachers' Retirement Fund.

Responsibilities and Covenants

14. The Teacher agrees to adhere faithfully to and be bound by the terms and provisions of the Faculty/Teacher Handbook, as amended from time to time, which forms a material part of this Contract. A Faculty/Teacher Handbook Acknowledge and Consent Form must be returned with this Teaching Contract.

15. The parties acknowledge and agree that school programming includes not only adherence to such provincial program of studies as is required from time to time by Alberta Education, but such other programs, activities or events which are reasonably deemed necessary by the School, to implement the model of Integral Formation and achieve the mission of the School or other programs, activities or events for any designated student population under the jurisdiction of the School. School programming includes curricular, co-curricular and extracurricular programs, activities and related events.

16. The Teacher acknowledges and agrees that as part of his/her assignment and responsibilities the Teacher will be required to perform such extracurricular duties, including any extracurricular duties as may be reasonably required by the School through its administrators from time to time or under the School's policies, as may be reasonably required by the School to fulfill the School's roles and objectives.

17. 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 Integral Formation, curriculum development, to participate in and promote parent-teacher organizations and functions, to supervise students, and to conduct such parent conferences or student-led conferences, as are deemed appropriate by the School.

18. 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 School 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 School, while always working to promote a positive school climate.

19. 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.

20. The Teacher shall be responsible to work both collaboratively and collegially in fulfilling the Teacher's roles and responsibilities to the School, all staff, volunteers and the general school community.

21. The Teacher agrees to diligently, effectively, and faithfully to perform all duties and responsibilities that may be prescribed or required from time to time, whether by statute, the Agreement, School policy, rules, procedures or regulations, or through the directives of the School or its properly authorized designates.
22. The Teacher shall at all times conduct himself/herself in a professional manner and display conduct that is appropriate to the role of a Teacher and that serves as an appropriate role model for the School's students.
23. The Teacher acknowledges and agrees that he/she is fully aware of the requirements of the Ministerial Order respecting Teaching Quality Standards, and the School's standards and policies respecting quality of teaching. 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 School, may lead to a period of evaluation and/or remediation as contemplated in the Alberta Education Policy on Teacher Growth, Supervisions 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 School, may lead to disciplinary action up to and including termination of the Teacher's contract of employment.
24. 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, as required by the Agreement.

Driver's License

25. The Teacher acknowledges that a Class 4 Alberta driver's license must be obtained if the Teacher will be driving students or other passengers in the course of his/her employment. Where the parties have agreed that the Teacher shall be responsible for the driving of students or other passengers, the Teacher will make reasonable efforts to obtain a valid Alberta Class 4 driver's license. The Teacher further acknowledges and agrees that, if a Class 4 license is obtained, any licensing requirements shall be maintained in good standing. The Teacher further acknowledges and agrees that he/she shall provide proof of all such licensing requirements, forthwith upon a written request by the School to provide a copy of the same.

Protection of Privacy and Confidentiality

26. The Teacher agrees that all information of any nature whatsoever obtained while providing services to, or on behalf of, the School, is deemed to be proprietary and strictly confidential. The Teacher further agrees to take any and all precautions to restrict the dissemination of such proprietary and confidential information and agrees not to use such information for the benefit of the Teacher, or for the benefit of any other person or entity, or otherwise disclose, furnish or make such information accessible to any other person or entity. Upon the termination of this Contract, the Teacher shall promptly return to the School all materials provided by the School and shall not retain any copies of such materials. This obligation of strict confidentiality shall continue in full force and effect notwithstanding the termination of this Contract. For greater certainty, nothing in this paragraph is intended to prevent the Teacher from discussing (i) financial matters with her/his financial advisor or spouse, or (ii) matters which pertain to the Agreement with the Association.

Criminal Record Check

27. The Teacher acknowledges and agrees that the Teacher shall comply with the Agreement and School policy respecting, and requests by the School 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 School, respecting the Teacher's current criminal record status, and to advise the School immediately upon being charged with or convicted of an offence under the *Criminal Code of Canada*, and/or the *Controlled Drugs and Substances Act*.

28. The parties acknowledge and agree that a failure by the Teacher to notify the School and the Association 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.
29. The parties further acknowledge and agree that a failure by the Teacher to notify the School and the Association 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.

Catholicity

30. The Teacher has read and signed in good faith the Document entitled "THE PRACTICE OF TEACHING THE CATHOLIC FAITH FOR NON CATHOLIC TEACHERS AT CLEAR WATER ACADEMY, which forms part of this Contract.
31. The Teacher further:
 - a. represents that she/he is capable and willing to teach a fully permeated Catholic faith both in and outside of formal classes, celebrations and exercises;
 - b. will demonstrate support and respect for the Roman Catholic Church:
 - c. undertakes to follow, both in and out of school, a lifestyle and deportment in harmony with Catholic Church practices and beliefs which include, among other things, living in harmony with the principles of the Gospel and teachings of the Catholic Church;
 - d. acknowledges and agrees that either the School or the Teacher may seek the interpretation and assistance of the local Bishop in order to clarify what are the principles of the Gospel and teachings of the Catholic Church;
 - e. understands and is committed to the responsibility to undertake periodic professional development related to Catholicity and to fully support the spiritual development of students.
32. The parties further acknowledge and agree that a failure of the Teacher to meet the requirements contained in paragraphs 30. and 31. above, may lead to disciplinary action, up to and including termination of the Teacher's contract of employment with the School.

General

33. 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.
34. 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.

- 35. 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 School with any information reasonably pertinent to the School's decision to make this offer of employment.
- 36. The School and the Association may amend the terms of this contract upon mutual written agreement.
- 37. The parties acknowledge and agree that there are no representations, warranties, or collateral agreements between the parties hereto regarding the employment of the Teacher as a teacher on behalf of the School, other than as expressly set out in this contract.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year shown below.

DATED at Calgary, Alberta this ____ day of _____, 20__

CLEAR WATER ACADEMY FOUNDATION

By: _____
Name: _____
Title: _____

DATED at Calgary, Alberta this ____ day of _____, 20__

TEACHER

Signed: _____
Print Name: _____

APPENDIX A-4

PROBATIONARY PART-TIME TEACHING CONTRACT – NON-CATHOLIC

CONTRACT FOR TEACHING SERVICES

(the “**Contract**”)

THIS CONTRACT is made and entered into this ___ day of _____, 20__ in Calgary by and between:

CLEAR WATER ACADEMY FOUNDATION

(the “**School**”)

-and-

(the “**Teacher**”)

AND WHEREAS the Alberta Teachers’ Association (the “**Association**”) is the duly certified bargaining agent for the teachers employed by the School;

AND WHEREAS salaries and other terms and conditions of employment of the Teacher will be subject to the Collective Agreement between the School and the Association (the “**Agreement**”);

AND WHEREAS the Agreement is subject to negotiation between the School and the Association;

AND WHEREAS the School is desirous of employing the Teacher as a teacher under a part-time probationary contract of employment;

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

NOW THEREFORE in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree 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 School.

Employment and Term

2. The School agrees to employ the Teacher and the Teacher agrees to be employed by the School as a teacher for the School under a part-time probationary contract of employment. The parties acknowledge

and agree the School may vary the amount of time the Teacher is required to teach in accordance with section 103 of the School Act.

3. The Teacher's employment under this Contract shall commence on ___ day of _____, 20___, will automatically expire on the ___ day of _____, 20___, unless otherwise terminated earlier in accordance with the provisions of the Education Act or with this Contract or the Agreement.
4. The parties acknowledge and agree that the Teacher shall not be entitled to notice of the expiry of the term of this contract, or to receipt of written reasons or a hearing upon the expiry of the term of this contract.

Compliance with Laws and Policies

5. The Teacher's 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 Agreement in force at the time this Contract comes into effect, and such policies, rules, regulations, guidelines, administrative procedures and/or directives as may be made or implemented from time to time by the School for the administration, management and operation of the School, the Schools buildings, and related programs under its jurisdiction.

Compensation

6. As compensation for the services to be provided hereunder, the Teacher shall be paid in accordance with the applicable salary schedule contained in the Agreement based on the percentage of teaching time taught by the Teacher in comparison with a full time teaching position.
7. The School shall deduct from the Teacher's compensation all applicable federal, provincial, local or foreign taxes, voluntary contribution/donation including income tax, withholding tax, Employment Insurance, Canada Pension Plan and annual fund amounts.
8. The School agrees that if at any time the School has paid wages to the Teacher in excess of the amount due to the Teacher at the time of payment, the School will provide written notice and proof of overpayment to the Teacher. Upon receiving notice and proof, the Teacher agrees that the School may deduct an amount equal to the overpayment from any future monies owing to the Teacher by the School, subject to a reasonable repayment schedule.
9. Further, notwithstanding anything herein to the contrary, in the event (i) the Teacher is terminated for sufficient and just cause, (ii) the Teacher's certificate for teaching has been suspended or revoked, or (iii) the Teacher has been convicted of an offence under federal, provincial or local law, as described in paragraphs 27. to 29. below, then the Teacher shall not be entitled to any compensation from and after such dismissal, certificate suspension or revocation, or conviction.

Resignation and Termination

10. The Teacher's employment hereunder may be terminated by the School at any time without notice or pay in lieu of notice for just cause, the determination of which shall be in the sole discretion of the School.
11. The Teacher's employment may be terminated by the Teacher's providing 30 days' notice in writing to the School (the "**Resignation Notice**"). The School has the right to waive the Teacher's Resignation Notice, in whole or in part, in which case the Teacher's employment shall terminate effective the date set by the School.

Group Insurance

12. The Teacher will be a member of the current group benefits program, if qualification is met.

Retirement Plan

13. The Teacher will be a member of the Private School Teachers' Pension Plan administered by the Alberta Teachers' Retirement Fund.

Responsibilities and Covenants

14. The Teacher agrees to adhere faithfully to and be bound by the terms and provisions of the Faculty/Teacher Handbook, as amended from time to time, which forms a material part of this Contract. A Faculty/Teacher Handbook Acknowledge and Consent Form must be returned with this Teaching Contract.
15. The parties acknowledge and agree that school programming includes not only adherence to such provincial program of studies as is required from time to time by Alberta Education, but such other programs, activities or events which are reasonably deemed necessary by the School, to implement the model of Integral Formation and achieve the mission of the School or other programs, activities or events for any designated student population under the jurisdiction of the School. School programming includes curricular, co-curricular and extracurricular programs, activities and related events.
16. The Teacher acknowledges and agrees that as part of his/her assignment and responsibilities the Teacher will be required to perform such extracurricular duties, including any extracurricular duties as may be reasonably required by the School through its administrators from time to time or under the School's policies, as may be reasonably required by the School to fulfill the School's roles and objectives.
17. 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 Integral Formation, curriculum development, to participate in and promote parent-teacher organizations and functions, to supervise students, and to conduct such parent conferences or student-led conferences, as are deemed appropriate by the School.
18. 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 School 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 School, while always working to promote a positive school climate.
19. 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.
20. The Teacher shall be responsible to work both collaboratively and collegially in fulfilling the Teacher's roles and responsibilities to the School, all staff, volunteers and the general school community.
21. The Teacher agrees to diligently, effectively, and faithfully to perform all duties and responsibilities that may be prescribed or required from time to time, whether by statute, the Agreement, School policy, rules, procedures or regulations, or through the directives of the School or its properly authorized designates.

22. The Teacher shall at all times conduct himself/herself in a professional manner and display conduct that is appropriate to the role of a Teacher and that serves as an appropriate role model for the School's students.
23. The Teacher acknowledges and agrees that he/she is fully aware of the requirements of the Ministerial Order respecting Teaching Quality Standards, and the School's standards and policies respecting quality of teaching. 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 School, may lead to a period of evaluation and/or remediation as contemplated in the Alberta Education Policy on Teacher Growth, Supervisions 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 School, may lead to disciplinary action up to and including termination of the Teacher's contract of employment.
24. 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.

Driver's License

25. The Teacher acknowledges that a Class 4 Alberta driver's license must be obtained if the Teacher will be driving students or other passengers in the course of his/her employment. Where the parties have agreed that the Teacher shall be responsible for the driving of students or other passengers, the Teacher will make reasonable efforts to obtain a valid Alberta Class 4 driver's license. The Teacher further acknowledges and agrees that, if a Class 4 license is obtained, any licensing requirements shall be maintained in good standing. The Teacher further acknowledges and agrees that he/she shall provide proof of all such licensing requirements, forthwith upon a written request by the School to provide a copy of the same.

Protection of Privacy and Confidentiality

26. The Teacher agrees that all information of any nature whatsoever obtained while providing services to, or on behalf of, the School, is deemed to be proprietary and strictly confidential. The Teacher further agrees to take any and all precautions to restrict the dissemination of such proprietary and confidential information and agrees not to use such information for the benefit of the Teacher, or for the benefit of any other person or entity, or otherwise disclose, furnish or make such information accessible to any other person or entity. Upon the termination of this Contract, the Teacher shall promptly return to the School all materials provided by the School and shall not retain any copies of such materials. This obligation of strict confidentiality shall continue in full force and effect notwithstanding the termination of this Contract. For greater certainty, nothing in this paragraph is intended to prevent the Teacher from discussing (i) financial matters with her/his financial advisor or spouse, or (ii) matters which pertain to the Agreement with the Association.

Criminal Record Check

27. The Teacher acknowledges and agrees that the Teacher shall comply with the Agreement and School policy respecting, and requests by the School 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 School, respecting the Teacher's current criminal record status, and to advise the School immediately upon being charged with or convicted of an offence under the *Criminal Code of Canada*, and/or the *Controlled Drugs and Substances Act*.

28. The parties acknowledge and agree that a failure by the Teacher to notify the School and the Association 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.
29. The parties further acknowledge and agree that a failure by the Teacher to notify the School and the Association 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.

Catholicity

30. The Teacher has read and signed in good faith the Document entitled "THE PRACTICE OF TEACHING THE CATHOLIC FAITH FOR NON CATHOLIC TEACHERS AT CLEAR WATER ACADEMY, which forms part of this Contract.
31. The Teacher further:
- a. represents that she/he is capable and willing to teach a fully permeated Catholic faith both in and outside of formal classes, celebrations and exercises;
 - b. will demonstrate support and respect for the Roman Catholic Church:
 - c. undertakes to follow, both in and out of school, a lifestyle and deportment in harmony with Catholic Church practices and beliefs which include, among other things, living in harmony with the principles of the Gospel and teachings of the Catholic Church;
 - d. acknowledges and agrees that either the School or the Teacher may seek the interpretation and assistance of the local Bishop in order to clarify what are the principles of the Gospel and teachings of the Catholic Church;
 - e. understands and is committed to the responsibility to undertake periodic professional development related to Catholicity and to fully support the spiritual development of students.
32. The parties further acknowledge and agree that a failure of the Teacher to meet the requirements contained in paragraphs 30. and 31. above, may lead to disciplinary action, up to and including termination of the Teacher's contract of employment with the School.

General

33. 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.
34. 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.
35. 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 School with any information reasonably pertinent to the School's decision to make this offer of employment.
36. The School and the Association may amend the terms of this contract upon mutual written agreement.

37. The parties acknowledge and agree that there are no representations, warranties, or collateral agreements between the parties hereto regarding the employment of the Teacher as a teacher on behalf of the School, other than as expressly set out in this contract.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year shown below.

DATED at Calgary, Alberta this ____ day of _____, 20__

CLEAR WATER ACADEMY FOUNDATION

By: _____

Name: _____

Title: _____

DATED at Calgary, Alberta this ____ day of _____, 20__

TEACHER

Signed: _____

Print Name: _____

APPENDIX A-5

TEMPORARY FULL-TIME TEACHING CONTRACT - CATHOLIC

CONTRACT FOR TEACHING SERVICES

(the “**Contract**”)

THIS CONTRACT is made and entered into this ___ day of _____, 20___ in Calgary by and between:

CLEAR WATER ACADEMY FOUNDATION

(the “**School**”)

-and-

(the “**Teacher**”)

AND WHEREAS the Alberta Teachers’ Association (the “**Association**”) is the duly certified bargaining agent for the teachers employed by the School;

AND WHEREAS salaries and other terms and conditions of employment of the Teacher will be subject to the Collective Agreement between the School and the Association (the “**Agreement**”);

AND WHEREAS the Agreement is subject to negotiation between the School and the Association;

AND WHEREAS the School is desirous of employing the Teacher as a teacher under a full-time temporary contract of employment;

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

NOW THEREFORE in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree 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 School.

Employment and Term

2. The School agrees to employ the Teacher and the Teacher agrees to be employed by the School as a teacher for the School under a 1.0 FTE full-time temporary contract of employment.

3. The Teacher's employment under this Contract shall commence on ___ day of _____, 20___, and shall continue until and unless terminated in accordance with the provisions of the *Education Act* or this Contract or the Agreement.
4. The parties acknowledge and agree that the Teacher shall not be entitled to notice of the expiry of the term of this contract, or to receipt of written reasons or a hearing upon the expiry of the term of this contract.

Compliance with Laws and Policies

5. The Teacher's 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 Agreement in force at the time this Contract comes into effect, and such policies, rules, regulations, guidelines, administrative procedures and/or directives as may be made or implemented from time to time by the School for the administration, management and operation of the School, the Schools buildings, and related programs under its jurisdiction.

Compensation

6. As compensation for the services to be provided hereunder, the Teacher shall be paid in accordance with the Agreement, as amended from time to time.
7. The School shall deduct from the Teacher's compensation all applicable federal, provincial, local or foreign taxes, voluntary contribution/donation including income tax, withholding tax, Employment Insurance, Canada Pension Plan and annual fund amounts.
8. The School agrees that if at any time the School has paid wages to the Teacher in excess of the amount due to the Teacher at the time of payment, the School will provide written notice and proof of overpayment to the Teacher. Upon receiving notice and proof, the Teacher agrees that the School may deduct an amount equal to the overpayment from any future monies owing to the Teacher by the School, subject to a reasonable repayment schedule.
9. Further, notwithstanding anything herein to the contrary, in the event (i) the Teacher is terminated for sufficient and just cause, (ii) the Teacher's certificate for teaching has been suspended or revoked, or (iii) the Teacher has been convicted of an offence under federal, provincial or local law, as described in paragraphs 27. to 29. below, then the Teacher shall not be entitled to any compensation from and after such dismissal, certificate suspension or revocation, or conviction.

Resignation and Termination

10. The Teacher's employment hereunder may be terminated by the School at any time without notice or pay in lieu of notice for just cause, the determination of which shall be in the sole discretion of the School.
11. The Teacher's employment may be terminated by the Teacher's providing 30 days' notice in writing to the School (the "**Resignation Notice**"). The School has the right to waive the Teacher's Resignation Notice, in whole or in part, in which case the Teacher's employment shall terminate effective the date set by the School.

Group Insurance

12. The Teacher will be a plan member of the current group benefits program.

Retirement Plan

13. The Teacher will be a member of the Private School Teachers' Pension Plan administered by the Alberta Teachers' Retirement Fund.

Responsibilities and Covenants

14. The Teacher agrees to adhere faithfully to and be bound by the terms and provisions of the Faculty/Teacher Handbook, as amended from time to time, which forms a material part of this Contract. A Faculty/Teacher Handbook Acknowledge and Consent Form must be returned with this Teaching Contract.
15. The parties acknowledge and agree that school programming includes not only adherence to such provincial program of studies as is required from time to time by Alberta Education, but such other programs, activities or events which are reasonably deemed necessary by the School, to implement the model of Integral Formation and achieve the mission of the School or other programs, activities or events for any designated student population under the jurisdiction of the School. School programming includes curricular, co-curricular and extracurricular programs, activities and related events.
16. The Teacher acknowledges and agrees that as part of his/her assignment and responsibilities the Teacher will be required to perform such extracurricular duties, including any extracurricular duties as may be reasonably required by the School through its administrators from time to time or under the School's policies, as may be reasonably required by the School to fulfill the School's roles and objectives.
17. 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 Integral Formation, curriculum development, to participate in and promote parent-teacher organizations and functions, to supervise students, and to conduct such parent conferences or student-led conferences, as are deemed appropriate by the School.
18. 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 School 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 School, while always working to promote a positive school climate.
19. 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.
20. The Teacher shall be responsible to work both collaboratively and collegially in fulfilling the Teacher's roles and responsibilities to the School, all staff, volunteers and the general school community.
21. The Teacher agrees to diligently, effectively, and faithfully to perform all duties and responsibilities that may be prescribed or required from time to time, whether by statute, the Agreement, School policy, rules, procedures or regulations, or through the directives of the School or its properly authorized designates.

22. The Teacher shall at all times conduct himself/herself in a professional manner and display conduct that is appropriate to the role of a Teacher and that serves as an appropriate role model for the School's students.
23. The Teacher acknowledges and agrees that he/she is fully aware of the requirements of the Ministerial Order respecting Teaching Quality Standards, and the School's standards and policies respecting quality of teaching. 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 School, may lead to a period of evaluation and/or remediation as contemplated in the Alberta Education Policy on Teacher Growth, Supervisions 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 School, may lead to disciplinary action up to and including termination of the Teacher's contract of employment.
24. 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, as required by the Agreement.

Driver's License

25. The Teacher acknowledges that a Class 4 Alberta driver's license must be obtained if the Teacher will be driving students or other passengers in the course of his/her employment. Where the parties have agreed that the Teacher shall be responsible for the driving of students or other passengers, the Teacher will make reasonable efforts to obtain a valid Alberta Class 4 driver's license. The Teacher further acknowledges and agrees that, if a Class 4 license is obtained, any licensing requirements shall be maintained in good standing. The Teacher further acknowledges and agrees that he/she shall provide proof of all such licensing requirements, forthwith upon a written request by the School to provide a copy of the same.

Protection of Privacy and Confidentiality

26. The Teacher agrees that all information of any nature whatsoever obtained while providing services to, or on behalf of, the School, is deemed to be proprietary and strictly confidential. The Teacher further agrees to take any and all precautions to restrict the dissemination of such proprietary and confidential information and agrees not to use such information for the benefit of the Teacher, or for the benefit of any other person or entity, or otherwise disclose, furnish or make such information accessible to any other person or entity. Upon the termination of this Contract, the Teacher shall promptly return to the School all materials provided by the School and shall not retain any copies of such materials. This obligation of strict confidentiality shall continue in full force and effect notwithstanding the termination of this Contract.

Criminal Record Check

27. The Teacher acknowledges and agrees that the Teacher shall comply with the Agreement and School policy respecting, and requests by the School 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 School, respecting the Teacher's current criminal record status, and to advise the School immediately upon being charged with or convicted of an offence under the *Criminal Code of Canada*, and/or the *Controlled Drugs and Substances Act*.

28. The parties acknowledge and agree that a failure by the Teacher to notify the School and the Association 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.
29. The parties further acknowledge and agree that a failure by the Teacher to notify the School and the Association 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.

Catholicity

30. The Teacher has read and signed in good faith the Document entitled "A DECLARATION OF FAITH AND THE PRACTICE OF TEACHING FOR CATHOLIC TEACHERS AT CLEAR WATER ACADEMY", which forms part of this Contract.
31. The Teacher further:
 - d. attests that she/he is a practicing Catholic;
 - e. represents that she/he is capable and willing to teach a fully permeated Catholic faith both in and outside of formal classes, celebrations and exercises;
 - f. will demonstrate support and respect for the Roman Catholic Church and to be in consort with the teachings of the Pope, the Magisterium and the Bishops in communion with Him;
 - g. undertakes to follow, both in and out of school, a lifestyle and deportment in harmony with Catholic Church practices and beliefs which include, among other things, participation in the Sacraments of the Church and living in harmony with the principles of the Gospel and teachings of the Catholic Church;
 - h. acknowledges and agrees that either the School or the Teacher may seek the interpretation and assistance of the local Bishop in order to clarify what are the principles of the Gospel and teachings of the Catholic Church;
 - i. understands and is committed to the responsibility to undertake periodic professional development related to Catholicity and to fully support the spiritual development of students.
32. For the purpose of this provision "Catholic" shall mean "a baptized member of the Roman Catholic Church, or one of the Eastern Catholic Churches".
33. The parties further acknowledge and agree that a failure of the Teacher to meet the requirements contained in paragraphs 30. and 31. above, may lead to disciplinary action, up to and including termination of the Teacher's contract of employment with the School.

General

34. 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.
35. 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.

- 36. 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 School with any information reasonably pertinent to the School's decision to make this offer of employment.
- 37. The School and the Association may amend the terms of this contract upon mutual written agreement.
- 38. The parties acknowledge and agree that there are no representations, warranties, or collateral agreements between the parties hereto regarding the employment of the Teacher as a teacher on behalf of the School, other than as expressly set out in this contract.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year shown below.

DATED at Calgary, Alberta this _____ day of _____, 20____

CLEAR WATER ACADEMY FOUNDATION

By: _____
Name: _____
Title: _____

DATED at Calgary, Alberta this _____ day of _____, 20____

TEACHER
Signed: _____

Print Name: _____

APPENDIX A-6

TEMPORARY PART-TIME TEACHING CONTRACT - CATHOLIC

CONTRACT FOR TEACHING SERVICES

(the “**Contract**”)

THIS CONTRACT is made and entered into this ____ day of _____, 20____ in Calgary by and between:

CLEAR WATER ACADEMY FOUNDATION

(the “**School**”)

-and-

(the “**Teacher**”)

AND WHEREAS the Alberta Teachers’ Association (the “**Association**”) is the duly certified bargaining agent for the teachers employed by the School;

AND WHEREAS salaries and other terms and conditions of employment of the Teacher will be subject to the Collective Agreement between the School and the Association (the “**Agreement**”);

AND WHEREAS the Agreement is subject to negotiation between the School and the Association;

AND WHEREAS the School is desirous of employing the Teacher as a teacher under a part-time temporary contract of employment;

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

NOW THEREFORE in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree 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 School.

Employment and Term

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

3. The Teacher's employment under this Contract shall commence on ___ day of _____, 20___, will automatically expire on the ___ day of _____, 20___, unless otherwise terminated earlier in accordance with the provisions of the Education Act or with this Contract or the Agreement.
4. The parties acknowledge and agree that the Teacher shall not be entitled to notice of the expiry of the term of this contract, or to receipt of written reasons or a hearing upon the expiry of the term of this contract.

Compliance with Laws and Policies

5. The Teacher's 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 Agreement in force at the time this Contract comes into effect, and such policies, rules, regulations, guidelines, administrative procedures and/or directives as may be made or implemented from time to time by the School for the administration, management and operation of the School, the Schools buildings, and related programs under its jurisdiction.

Compensation

6. As compensation for the services to be provided hereunder, the Teacher shall be paid in accordance with the Agreement, as amended from time to time.
7. The School shall deduct from the Teacher's compensation all applicable federal, provincial, local or foreign taxes, voluntary contribution/donation including income tax, withholding tax, Employment Insurance, Canada Pension Plan and annual fund amounts.
8. The School agrees that if at any time the School has paid wages to the Teacher in excess of the amount due to the Teacher at the time of payment, the School will provide written notice and proof of overpayment to the Teacher. Upon receiving notice and proof, the Teacher agrees that the School may deduct an amount equal to the overpayment from any future monies owing to the Teacher by the School, subject to a reasonable repayment schedule.
9. Further, notwithstanding anything herein to the contrary, in the event (i) the Teacher is terminated for sufficient and just cause, (ii) the Teacher's certificate for teaching has been suspended or revoked, or (iii) the Teacher has been convicted of an offence under federal, provincial or local law, as described in paragraphs 27. to 29. below, then the Teacher shall not be entitled to any compensation from and after such dismissal, certificate suspension or revocation, or conviction.

Resignation and Termination

10. The Teacher's employment hereunder may be terminated by the School at any time without notice or pay in lieu of notice for just cause, the determination of which shall be in the sole discretion of the School.
11. The Teacher's employment may be terminated by the Teacher's providing 30 days' notice in writing to the School (the "**Resignation Notice**"). The School has the right to waive the Teacher's Resignation Notice, in whole or in part, in which case the Teacher's employment shall terminate effective the date set by the School.

Group Insurance

12. The Teacher will be a plan member of the current group benefits program.

Retirement Plan

13. The Teacher will be a member of the Private School Teachers' Pension Plan administered by the Alberta Teachers' Retirement Fund.

Responsibilities and Covenants

14. The Teacher agrees to adhere faithfully to and be bound by the terms and provisions of the Faculty/Teacher Handbook, as amended from time to time, which forms a material part of this Contract. A Faculty/Teacher Handbook Acknowledge and Consent Form must be returned with this Teaching Contract.
15. The parties acknowledge and agree that school programming includes not only adherence to such provincial program of studies as is required from time to time by Alberta Education, but such other programs, activities or events which are reasonably deemed necessary by the School, to implement the model of Integral Formation and achieve the mission of the School or other programs, activities or events for any designated student population under the jurisdiction of the School. School programming includes curricular, co-curricular and extracurricular programs, activities and related events.
16. The Teacher acknowledges and agrees that as part of his/her assignment and responsibilities the Teacher will be required to perform such extracurricular duties, including any extracurricular duties as may be reasonably required by the School through its administrators from time to time or under the School's policies, as may be reasonably required by the School to fulfill the School's roles and objectives.
17. 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 Integral Formation, curriculum development, to participate in and promote parent-teacher organizations and functions, to supervise students, and to conduct such parent conferences or student-led conferences, as are deemed appropriate by the School.
18. 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 School 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 School, while always working to promote a positive school climate.
19. 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.
20. The Teacher shall be responsible to work both collaboratively and collegially in fulfilling the Teacher's roles and responsibilities to the School, all staff, volunteers and the general school community.
21. The Teacher agrees to diligently, effectively, and faithfully to perform all duties and responsibilities that may be prescribed or required from time to time, whether by statute, the Agreement, School policy, rules, procedures or regulations, or through the directives of the School or its properly authorized designates.

22. The Teacher shall at all times conduct himself/herself in a professional manner and display conduct that is appropriate to the role of a Teacher and that serves as an appropriate role model for the School's students.
23. The Teacher acknowledges and agrees that he/she is fully aware of the requirements of the Ministerial Order respecting Teaching Quality Standards, and the School's standards and policies respecting quality of teaching. 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 School, may lead to a period of evaluation and/or remediation as contemplated in the Alberta Education Policy on Teacher Growth, Supervisions 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 School, may lead to disciplinary action up to and including termination of the Teacher's contract of employment.
24. 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.

Driver's License

25. The Teacher acknowledges that a Class 4 Alberta driver's license must be obtained if the Teacher will be driving students or other passengers in the course of his/her employment. Where the parties have agreed that the Teacher shall be responsible for the driving of students or other passengers, the Teacher will make reasonable efforts to obtain a valid Alberta Class 4 driver's license. The Teacher further acknowledges and agrees that, if a Class 4 license is obtained, any licensing requirements shall be maintained in good standing. The Teacher further acknowledges and agrees that he/she shall provide proof of all such licensing requirements, forthwith upon a written request by the School to provide a copy of the same.

Protection of Privacy and Confidentiality

26. The Teacher agrees that all information of any nature whatsoever obtained while providing services to, or on behalf of, the School, is deemed to be proprietary and strictly confidential. The Teacher further agrees to take any and all precautions to restrict the dissemination of such proprietary and confidential information and agrees not to use such information for the benefit of the Teacher, or for the benefit of any other person or entity, or otherwise disclose, furnish or make such information accessible to any other person or entity. Upon the termination of this Contract, the Teacher shall promptly return to the School all materials provided by the School and shall not retain any copies of such materials. This obligation of strict confidentiality shall continue in full force and effect notwithstanding the termination of this Contract. For greater certainty, nothing in this paragraph is intended to prevent the Teacher from discussing (i) financial matters with her/his financial advisor or spouse, or (ii) matters which pertain to the Agreement with the Association.

Criminal Record Check

27. The Teacher acknowledges and agrees that the Teacher shall comply with the Agreement and School policy respecting, and requests by the School 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 School, respecting the Teacher's current criminal record status, and to advise the School immediately upon being charged with or convicted of an offence under the *Criminal Code of Canada*, and/or the *Controlled Drugs and Substances Act*.

28. The parties acknowledge and agree that a failure by the Teacher to notify the School and the Association 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.
29. The parties further acknowledge and agree that a failure by the Teacher to notify the School and the Association 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.

Catholicity

30. The Teacher has read and signed in good faith the Document entitled "A DECLARATION OF FAITH AND THE PRACTICE OF TEACHING FOR CATHOLIC TEACHERS AT CLEAR WATER ACADEMY", which forms part of this Contract.
31. The Teacher further:
- a. attests that she/he is a practicing Catholic;
 - b. represents that she/he is capable and willing to teach a fully permeated Catholic faith both in and outside of formal classes, celebrations and exercises;
 - c. will demonstrate support and respect for the Roman Catholic Church and to be in consort with the teachings of the Pope, the Magisterium and the Bishops in communion with Him;
 - d. undertakes to follow, both in and out of school, a lifestyle and deportment in harmony with Catholic Church practices and beliefs which include, among other things, participation in the Sacraments of the Church and living in harmony with the principles of the Gospel and teachings of the Catholic Church;
 - e. acknowledges and agrees that either the School or the Teacher may seek the interpretation and assistance of the local Bishop in order to clarify what are the principles of the Gospel and teachings of the Catholic Church;
 - f. understands and is committed to the responsibility to undertake periodic professional development related to Catholicity and to fully support the spiritual development of students.
32. For the purpose of this provision "Catholic" shall mean "a baptized member of the Roman Catholic Church, or one of the Eastern Catholic Churches".
33. The parties further acknowledge and agree that a failure of the Teacher to meet the requirements contained in paragraphs 30. and 31. above, may lead to disciplinary action, up to and including termination of the Teacher's contract of employment with the School.

General

34. 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.
35. 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.

- 36. 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 School with any information reasonably pertinent to the School's decision to make this offer of employment.
- 37. The School and the Association may amend the terms of this contract upon mutual written agreement.
- 38. The parties acknowledge and agree that there are no representations, warranties, or collateral agreements between the parties hereto regarding the employment of the Teacher as a teacher on behalf of the School, other than as expressly set out in this contract.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year shown below.

DATED at Calgary, Alberta this ____ day of _____, 20__

CLEAR WATER ACADEMY FOUNDATION

By: _____

Name: _____

Title: _____

DATED at Calgary, Alberta this ____ day of _____, 20__

TEACHER

Signed: _____

Print Name: _____

APPENDIX A-7

TEMPORARY FULL-TIME TEACHING CONTRACT – NON-CATHOLIC

CONTRACT FOR TEACHING SERVICES

(the “**Contract**”)

THIS CONTRACT is made and entered into this ____ day of _____, 20__ in Calgary by and between:

CLEAR WATER ACADEMY FOUNDATION

(the “**School**”)

-and-

(the “**Teacher**”)

AND WHEREAS the Alberta Teachers’ Association (the “**Association**”) is the duly certified bargaining agent for the teachers employed by the School;

AND WHEREAS salaries and other terms and conditions of employment of the Teacher will be subject to the Collective Agreement between the School and the Association (the “**Agreement**”);

AND WHEREAS the Agreement is subject to negotiation between the School and the Association;

AND WHEREAS the School is desirous of employing the Teacher as a teacher under a full-time temporary contract of employment;

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

NOW THEREFORE in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree 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 School.

Employment and Term

2. The School agrees to employ the Teacher and the Teacher agrees to be employed by the School as a teacher for the School under a 1.0 FTE full-time temporary contract of employment.

3. The Teacher's employment under this Contract shall commence on ___ day of _____, 20___, will automatically expire on the ___ day of _____, 20___, unless otherwise terminated earlier in accordance with the provisions of the Education Act or this Contract or the Agreement.
4. The parties acknowledge and agree that the Teacher shall not be entitled to notice of the expiry of the term of this contract, or to receipt of written reasons or a hearing upon the expiry of the term of this contract.

Compliance with Laws and Policies

5. The Teacher's 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 Agreement in force at the time this Contract comes into effect, and such policies, rules, regulations, guidelines, administrative procedures and/or directives as may be made or implemented from time to time by the School for the administration, management and operation of the School, the Schools buildings, and related programs under its jurisdiction.

Compensation

6. As compensation for the services to be provided hereunder, the Teacher shall be paid in accordance with the Agreement, as amended from time to time.
7. The School shall deduct from the Teacher's compensation all applicable federal, provincial, local or foreign taxes, voluntary contribution/donation including income tax, withholding tax, Employment Insurance, Canada Pension Plan and annual fund amounts.
8. The School agrees that if at any time the School has paid wages to the Teacher in excess of the amount due to the Teacher at the time of payment, the School will provide written notice and proof of overpayment to the Teacher. Upon receiving notice and proof, the Teacher agrees that the School may deduct an amount equal to the overpayment from any future monies owing to the Teacher by the School, subject to a reasonable repayment schedule.
9. Further, notwithstanding anything herein to the contrary, in the event (i) the Teacher is terminated for sufficient and just cause, (ii) the Teacher's certificate for teaching has been suspended or revoked, or (iii) the Teacher has been convicted of an offence under federal, provincial or local law, as described in paragraphs 27. to 29. below, then the Teacher shall not be entitled to any compensation from and after such dismissal, certificate suspension or revocation, or conviction.

Resignation and Termination

10. The Teacher's employment hereunder may be terminated by the School at any time without notice or pay in lieu of notice for just cause, the determination of which shall be in the sole discretion of the School.
11. The Teacher's employment may be terminated by the Teacher's providing 30 days' notice in writing to the School (the "**Resignation Notice**"). The School has the right to waive the Teacher's Resignation Notice, in whole or in part, in which case the Teacher's employment shall terminate effective the date set by the School.

Group Insurance

12. The Teacher will be a plan member of the current group benefits program.

Retirement Plan

13. The Teacher will be a member of the Private School Teachers' Pension Plan administered by the Alberta Teachers' Retirement Fund.

Responsibilities and Covenants

14. The Teacher agrees to adhere faithfully to and be bound by the terms and provisions of the Faculty/Teacher Handbook, as amended from time to time, which forms a material part of this Contract. A Faculty/Teacher Handbook Acknowledge and Consent Form must be returned with this Teaching Contract.
15. The parties acknowledge and agree that school programming includes not only adherence to such provincial program of studies as is required from time to time by Alberta Education, but such other programs, activities or events which are reasonably deemed necessary by the School, to implement the model of Integral Formation and achieve the mission of the School or other programs, activities or events for any designated student population under the jurisdiction of the School. School programming includes curricular, co-curricular and extracurricular programs, activities and related events.
16. The Teacher acknowledges and agrees that as part of his/her assignment and responsibilities the Teacher will be required to perform such extracurricular duties, including any extracurricular duties as may be reasonably required by the School through its administrators from time to time or under the School's policies, as may be reasonably required by the School to fulfill the School's roles and objectives.
17. 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 Integral Formation, curriculum development, to participate in and promote parent-teacher organizations and functions, to supervise students, and to conduct such parent conferences or student-led conferences, as are deemed appropriate by the School.
18. 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 School 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 School, while always working to promote a positive school climate.
19. 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.
20. The Teacher shall be responsible to work both collaboratively and collegially in fulfilling the Teacher's roles and responsibilities to the School, all staff, volunteers and the general school community.
21. The Teacher agrees to diligently, effectively, and faithfully to perform all duties and responsibilities that may be prescribed or required from time to time, whether by statute, the Agreement, School policy, rules, procedures or regulations, or through the directives of the School or its properly authorized designates.

22. The Teacher shall at all times conduct himself/herself in a professional manner and display conduct that is appropriate to the role of a Teacher and that serves as an appropriate role model for the School's students.
23. The Teacher acknowledges and agrees that he/she is fully aware of the requirements of the Ministerial Order respecting Teaching Quality Standards, and the School's standards and policies respecting quality of teaching. 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 School, may lead to a period of evaluation and/or remediation as contemplated in the Alberta Education Policy on Teacher Growth, Supervisions 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 School, may lead to disciplinary action up to and including termination of the Teacher's contract of employment.
24. 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, as required by the Agreement

Driver's License

25. The Teacher acknowledges that a Class 4 Alberta driver's license must be obtained if the Teacher will be driving students or other passengers in the course of his/her employment. Where the parties have agreed that the Teacher shall be responsible for the driving of students or other passengers, the Teacher will make reasonable efforts to obtain a valid Alberta Class 4 driver's license. The Teacher further acknowledges and agrees that, if a Class 4 license is obtained, any licensing requirements shall be maintained in good standing. The Teacher further acknowledges and agrees that he/she shall provide proof of all such licensing requirements, forthwith upon a written request by the School to provide a copy of the same.

Protection of Privacy and Confidentiality

26. The Teacher agrees that all information of any nature whatsoever obtained while providing services to, or on behalf of, the School, is deemed to be proprietary and strictly confidential. The Teacher further agrees to take any and all precautions to restrict the dissemination of such proprietary and confidential information and agrees not to use such information for the benefit of the Teacher, or for the benefit of any other person or entity, or otherwise disclose, furnish or make such information accessible to any other person or entity. Upon the termination of this Contract, the Teacher shall promptly return to the School all materials provided by the School and shall not retain any copies of such materials. This obligation of strict confidentiality shall continue in full force and effect notwithstanding the termination of this Contract. For greater certainty, nothing in this paragraph is intended to prevent the Teacher from discussing (i) financial matters with her/his financial advisor or spouse, or (ii) matters which pertain to the Agreement with the Association.

Criminal Record Check

27. The Teacher acknowledges and agrees that the Teacher shall comply with the Agreement and School policy respecting, and requests by the School 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 School, respecting the Teacher's current criminal record status, and to advise the School immediately upon being charged with or convicted of an offence under the *Criminal Code of Canada*, and/or the *Controlled Drugs and Substances Act*.

28. The parties acknowledge and agree that a failure by the Teacher to notify the School and the Association 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.
29. The parties further acknowledge and agree that a failure by the Teacher to notify the School and the Association 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.

Catholicity

30. The Teacher has read and signed in good faith the Document entitled "**THE PRACTICE OF TEACHING THE CATHOLIC FAITH FOR NON CATHOLIC TEACHERS AT CLEAR WATER ACADEMY**", which forms part of this Contract.
31. The Teacher further:
 - a. represents that she/he is capable and willing to teach a fully permeated Catholic faith both in and outside of formal classes, celebrations and exercises;
 - b. will demonstrate support and respect for the Roman Catholic Church;
 - c. undertakes to follow, both in and out of school, a lifestyle and deportment in harmony with Catholic Church practices and beliefs which include, among other things, living in harmony with the principles of the Gospel and teachings of the Catholic Church;
 - d. acknowledges and agrees that either the School or the Teacher may seek the interpretation and assistance of the local Bishop in order to clarify what are the principles of the Gospel and teachings of the Catholic Church;
 - e. understands and is committed to the responsibility to undertake periodic professional development related to Catholicity and to fully support the spiritual development of students.
32. The parties further acknowledge and agree that a failure of the Teacher to meet the requirements contained in paragraphs 30. and 31. above, may lead to disciplinary action, up to and including termination of the Teacher's contract of employment with the School.

General

33. 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.
34. 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.
35. 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 School with any information reasonably pertinent to the School's decision to make this offer of employment.
36. The School and the Association may amend the terms of this contract upon mutual written agreement.

37. The parties acknowledge and agree that there are no representations, warranties, or collateral agreements between the parties hereto regarding the employment of the Teacher as a teacher on behalf of the School, other than as expressly set out in this contract.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year shown below.

DATED at Calgary, Alberta this _____ day of _____, 20____

CLEAR WATER ACADEMY FOUNDATION

By: _____

Name: _____

Title: _____

DATED at Calgary, Alberta this _____ day of _____, 20____

TEACHER

Signed: _____

Print Name: _____

APPENDIX A-8

TEMPORARY PART-TIME TEACHING CONTRACT – NON-CATHOLIC

CONTRACT FOR TEACHING SERVICES

(the “**Contract**”)

THIS CONTRACT is made and entered into this ___ day of _____, 20___ in Calgary by and between:

CLEAR WATER ACADEMY FOUNDATION

(the “**School**”)

-and-

(the “**Teacher**”)

AND WHEREAS the Alberta Teachers’ Association (the “**Association**”) is the duly certified bargaining agent for the teachers employed by the School;

AND WHEREAS salaries and other terms and conditions of employment of the Teacher will be subject to the Collective Agreement between the School and the Association (the “**Agreement**”);

AND WHEREAS the Agreement is subject to negotiation between the School and the Association;

AND WHEREAS the School is desirous of employing the Teacher as a teacher under a part-time temporary contract of employment;

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

NOW THEREFORE in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree 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 School.

Employment and Term

2. The School agrees to employ the Teacher and the Teacher agrees to be employed by the School as a teacher for the School under a part-time temporary contract of employment.
3. The Teacher’s employment under this Contract shall commence on ___ day of _____, 20___, will automatically expire on the ___ day of _____, 20___, unless otherwise terminated earlier in accordance with the provisions of the Education Act or with this Contract or the Agreement.

4. The parties acknowledge and agree that the Teacher shall not be entitled to notice of the expiry of the term of this contract, or to receipt of written reasons or a hearing upon the expiry of the term of this contract.

Compliance with Laws and Policies

5. The Teacher's 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 Agreement in force at the time this Contract comes into effect, and such policies, rules, regulations, guidelines, administrative procedures and/or directives as may be made or implemented from time to time by the School for the administration, management and operation of the School, the Schools buildings, and related programs under its jurisdiction.

Compensation

6. As compensation for the services to be provided hereunder, the Teacher shall be paid in accordance with the Agreement, as amended from time to time.
7. The School shall deduct from the Teacher's compensation all applicable federal, provincial, local or foreign taxes, voluntary contribution/donation including income tax, withholding tax, Employment Insurance, Canada Pension Plan and annual fund amounts.
8. The School agrees that if at any time the School has paid wages to the Teacher in excess of the amount due to the Teacher at the time of payment, the School will provide written notice and proof of overpayment to the Teacher. Upon receiving notice and proof, the Teacher agrees that the School may deduct an amount equal to the overpayment from any future monies owing to the Teacher by the School, subject to a reasonable repayment schedule.
9. Further, notwithstanding anything herein to the contrary, in the event (i) the Teacher is terminated for sufficient and just cause, (ii) the Teacher's certificate for teaching has been suspended or revoked, or (iii) the Teacher has been convicted of an offence under federal, provincial or local law, as described in paragraphs 27. to 29. below, then the Teacher shall not be entitled to any compensation from and after such dismissal, certificate suspension or revocation, or conviction.

Resignation and Termination

10. The Teacher's employment hereunder may be terminated by the School at any time without notice or pay in lieu of notice for just cause, the determination of which shall be in the sole discretion of the School.
11. The Teacher's employment may be terminated by the Teacher's providing 30 days' notice in writing to the School (the "**Resignation Notice**"). The School has the right to waive the Teacher's Resignation Notice, in whole or in part, in which case the Teacher's employment shall terminate effective the date set by the School.

Group Insurance

12. The Teacher will be a plan member of the current group benefits program.

Retirement Plan

13. The Teacher will be a member of the Private School Teachers' Pension Plan administered by the Alberta Teachers' Retirement Fund.

Responsibilities and Covenants

14. The Teacher agrees to adhere faithfully to and be bound by the terms and provisions of the Faculty/Teacher Handbook, as amended from time to time, which forms a material part of this Contract. A Faculty/Teacher Handbook Acknowledge and Consent Form must be returned with this Teaching Contract.
15. The parties acknowledge and agree that school programming includes not only adherence to such provincial program of studies as is required from time to time by Alberta Education, but such other programs, activities or events which are reasonably deemed necessary by the School, to implement the model of Integral Formation and achieve the mission of the School or other programs, activities or events for any designated student population under the jurisdiction of the School. School programming includes curricular, co-curricular and extracurricular programs, activities and related events.
16. The Teacher acknowledges and agrees that as part of his/her assignment and responsibilities the Teacher will be required to perform such extracurricular duties, including any extracurricular duties as may be reasonably required by the School through its administrators from time to time or under the School's policies, as may be reasonably required by the School to fulfill the School's roles and objectives.
17. 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 Integral Formation, curriculum development, to participate in and promote parent-teacher organizations and functions, to supervise students, and to conduct such parent conferences or student-led conferences, as are deemed appropriate by the School.
18. 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 School 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 School, while always working to promote a positive school climate.
19. 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.
20. The Teacher shall be responsible to work both collaboratively and collegially in fulfilling the Teacher's roles and responsibilities to the School, all staff, volunteers and the general school community.
21. The Teacher agrees to diligently, effectively, and faithfully to perform all duties and responsibilities that may be prescribed or required from time to time, whether by statute, the Agreement, School policy, rules, procedures or regulations, or through the directives of the School or its properly authorized designates.
22. The Teacher shall at all times conduct himself/herself in a professional manner and display conduct that is appropriate to the role of a Teacher and that serves as an appropriate role model for the School's students.
23. The Teacher acknowledges and agrees that he/she is fully aware of the requirements of the Ministerial Order respecting Teaching Quality Standards, and the School's standards and policies respecting

quality of teaching. 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 School, may lead to a period of evaluation and/or remediation as contemplated in the Alberta Education Policy on Teacher Growth, Supervisions 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 School, may lead to disciplinary action up to and including termination of the Teacher's contract of employment.

24. 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.

Driver's License

25. The Teacher acknowledges that a Class 4 Alberta driver's license must be obtained if the Teacher will be driving students or other passengers in the course of his/her employment. Where the parties have agreed that the Teacher shall be responsible for the driving of students or other passengers, the Teacher will make reasonable efforts to obtain a valid Alberta Class 4 driver's license. The Teacher further acknowledges and agrees that, if a Class 4 license is obtained, any licensing requirements shall be maintained in good standing. The Teacher further acknowledges and agrees that he/she shall provide proof of all such licensing requirements, forthwith upon a written request by the School to provide a copy of the same.

Protection of Privacy and Confidentiality

26. The Teacher agrees that all information of any nature whatsoever obtained while providing services to, or on behalf of, the School, is deemed to be proprietary and strictly confidential. The Teacher further agrees to take any and all precautions to restrict the dissemination of such proprietary and confidential information and agrees not to use such information for the benefit of the Teacher, or for the benefit of any other person or entity, or otherwise disclose, furnish or make such information accessible to any other person or entity. Upon the termination of this Contract, the Teacher shall promptly return to the School all materials provided by the School and shall not retain any copies of such materials. This obligation of strict confidentiality shall continue in full force and effect notwithstanding the termination of this Contract. For greater certainty, nothing in this paragraph is intended to prevent the Teacher from discussing (i) financial matters with her/his financial advisor or spouse, or (ii) matters which pertain to the Agreement with the Association.

Criminal Record Check

27. The Teacher acknowledges and agrees that the Teacher shall comply with the Agreement and School policy respecting, and requests by the School 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 School, respecting the Teacher's current criminal record status, and to advise the School immediately upon being charged with or convicted of an offence under the *Criminal Code of Canada*, and/or the *Controlled Drugs and Substances Act*.
28. The parties acknowledge and agree that a failure by the Teacher to notify the School and the Association 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.

29. The parties further acknowledge and agree that a failure by the Teacher to notify the School and the Association 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.

Catholicity

30. The Teacher has read and signed in good faith the Document entitled "THE PRACTICE OF TEACHING THE CATHOLIC FAITH FOR NON CATHOLIC TEACHERS AT CLEAR WATER ACADEMY, which forms part of this Contract.

31. The Teacher further:

- a. represents that she/he is capable and willing to teach a fully permeated Catholic faith both in and outside of formal classes, celebrations and exercises;
- b. will demonstrate support and respect for the Roman Catholic Church:
- c. undertakes to follow, both in and out of school, a lifestyle and deportment in harmony with Catholic Church practices and beliefs which include, among other things, living in harmony with the principles of the Gospel and teachings of the Catholic Church;
- d. acknowledges and agrees that either the School or the Teacher may seek the interpretation and assistance of the local Bishop in order to clarify what are the principles of the Gospel and teachings of the Catholic Church;
- e. understands and is committed to the responsibility to undertake periodic professional development related to Catholicity and to fully support the spiritual development of students.

32. The parties further acknowledge and agree that a failure of the Teacher to meet the requirements contained in paragraphs 30. and 31. above, may lead to disciplinary action, up to and including termination of the Teacher's contract of employment with the School.

General

33. 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.

34. 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.

35. 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 School with any information reasonably pertinent to the School's decision to make this offer of employment.

36. The School and the Association may amend the terms of this contract upon mutual written agreement.

37. The parties acknowledge and agree that there are no representations, warranties, or collateral agreements between the parties hereto regarding the employment of the Teacher as a teacher on behalf of the School, other than as expressly set out in this contract.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year shown below.

DATED at Calgary, Alberta this _____ day of _____, 20____

CLEAR WATER ACADEMY FOUNDATION

By: _____

Name: _____

Title: _____

DATED at Calgary, Alberta this _____ day of _____, 20____

TEACHER

Signed: _____

Print Name: _____

APPENDIX A-9

CONTINUING PART-TIME TEACHING CONTRACT - CATHOLIC

CONTRACT FOR TEACHING SERVICES

(the “Contract”)

THIS CONTRACT is made and entered into this ___ day of _____, 20__ in Calgary by and between:

CLEAR WATER ACADEMY FOUNDATION

(the “School”)

-and-

(the “Teacher”)

AND WHEREAS the Alberta Teachers’ Association (the “**Association**”) is the duly certified bargaining agent for the teachers employed by the School;

AND WHEREAS salaries and other terms and conditions of employment of the Teacher will be the subject of negotiation between the parties;

AND WHEREAS the School is desirous of employing the Teacher as a teacher under a part-time continuing contract of employment;

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

NOW THEREFORE in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree 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 School.

Employment and Term

2. The School agrees to employ the Teacher and the Teacher agrees to be employed by the School as a part teacher for the School under a part-time continuing contract of employment. The parties acknowledge and agree the School may vary the amount of time the Teacher is required to teach in accordance with section 103 of the *Education Act*.

3. The Teacher's employment under this Contract shall commence on ___day of _____, 20___, and shall continue until and unless terminated in accordance with this Contract or the Agreement.

Compliance with Laws and Policies

4. The Teacher's 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 Agreement in force at the time this Contract comes into effect, and such policies, rules, regulations, guidelines, administrative procedures and/or directives as may be made or implemented from time to time by the School for the administration, management and operation of the School, the Schools buildings, and related programs under its jurisdiction.

Compensation

5. As compensation for the services to be provided hereunder, the Teacher shall be paid in accordance with the applicable salary schedule contained in the Agreement based on the percentage of teaching time taught by the Teacher in comparison with a full time teaching position.
6. The School shall deduct from the Teacher's compensation all applicable federal, provincial, local or foreign taxes, voluntary contribution/donation including income tax, withholding tax, Employment Insurance, Canada Pension Plan and annual fund amounts.
7. The School agrees that if at any time the School has paid wages to the Teacher in excess of the amount due to the Teacher at the time of payment, the School will provide written notice and proof of overpayment to the Teacher. Upon receiving notice and proof, the Teacher agrees that the School may deduct an amount equal to the overpayment from any future monies owing to the Teacher by the School, subject to a reasonable repayment schedule.
8. Further, notwithstanding anything herein to the contrary, in the event (i) the Teacher is terminated for sufficient and just cause, (ii) the Teacher's certificate for teaching has been suspended or revoked, or (iii) the Teacher has been convicted of an offence under federal, provincial or local law, as described in paragraphs 26. to 28. below, then the Teacher shall not be entitled to any compensation from and after such dismissal, certificate suspension or revocation, or conviction.

Resignation and Termination

9. The Teacher's employment hereunder may be terminated by the School at any time without notice or pay in lieu of notice for just cause, the determination of which shall be in the sole discretion of the School.
10. The Teacher's employment may be terminated by the Teacher's providing 30 days' notice in writing to the School (the "**Resignation Notice**"). The School has the right to waive the Teacher's Resignation Notice, in whole or in part, in which case the Teacher's employment shall terminate effective the date set by the School.

Group Insurance

11. The Teacher will be a member of the current group benefits program.

Retirement Plan

12. The Teacher will be a member of the Private School Teachers' Pension Plan administered by the Alberta Teachers' Retirement Fund.

Responsibilities and Covenants

13. The Teacher agrees to adhere faithfully to and be bound by the terms and provisions of the Faculty/Teacher Handbook, as amended from time to time, which forms a material part of this Contract. A Faculty/Teacher Handbook Acknowledge and Consent Form must be returned with this Teaching Contract.
14. The parties acknowledge and agree that school programming includes not only adherence to such provincial program of studies as is required from time to time by Alberta Education, but such other programs, activities or events which are reasonably deemed necessary by the School, to implement the model of Integral Formation and achieve the mission of the School or other programs, activities or events for any designated student population under the jurisdiction of the School. School programming includes curricular, co-curricular and extracurricular programs, activities and related events.
15. The Teacher acknowledges and agrees that as part of his/her assignment and responsibilities the Teacher will be required to perform such extracurricular duties, including any extracurricular duties as may be reasonably required by the School through its administrators from time to time or under the School's policies, as may be reasonably required by the School to fulfill the School's roles and objectives.
16. 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 Integral Formation, curriculum development, to participate in and promote parent-teacher organizations and functions, to supervise students, and to conduct such parent conferences or student-led conferences, as are deemed appropriate by the School.
17. 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 School 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 School, while always working to promote a positive school climate.
18. 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.
19. The Teacher shall be responsible to work both collaboratively and collegially in fulfilling the Teacher's roles and responsibilities to the School, all staff, volunteers and the general school community.
20. The Teacher agrees to diligently, effectively, and faithfully to perform all duties and responsibilities that may be prescribed or required from time to time, whether by statute, the Agreement, School policy, rules, procedures or regulations, or through the directives of the School or its properly authorized designates.
21. The Teacher shall at all times conduct himself/herself in a professional manner and display conduct that is appropriate to the role of a Teacher and that serves as an appropriate role model for the School's students.

22. The Teacher acknowledges and agrees that he/she is fully aware of the requirements of the Ministerial Order respecting Teaching Quality Standards, and the School's standards and policies respecting quality of teaching. 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 School, may lead to a period of evaluation and/or remediation as contemplated in the Alberta Education Policy on Teacher Growth, Supervisions 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 School, may lead to disciplinary action up to and including termination of the Teacher's contract of employment.
23. 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 thirty (30) days of execution of this Contract.

Driver's License

24. The Teacher acknowledges that a Class 4 Alberta driver's license must be obtained if the Teacher will be driving students or other passengers in the course of his/her employment. Where the parties have agreed that the Teacher shall be responsible for the driving of students or other passengers, the Teacher will make reasonable efforts to obtain a valid Alberta Class 4 driver's license. The Teacher further acknowledges and agrees that, if a Class 4 license is obtained, any licensing requirements shall be maintained in good standing. The Teacher further acknowledges and agrees that he/she shall provide proof of all such licensing requirements, forthwith upon a written request by the School to provide a copy of the same.

Protection of Privacy and Confidentiality

25. The Teacher agrees that all information of any nature whatsoever obtained while providing services to, or on behalf of, the School, is deemed to be proprietary and strictly confidential. The Teacher further agrees to take any and all precautions to restrict the dissemination of such proprietary and confidential information and agrees not to use such information for the benefit of the Teacher, or for the benefit of any other person or entity, or otherwise disclose, furnish or make such information accessible to any other person or entity. Upon the termination of this Contract, the Teacher shall promptly return to the School all materials provided by the School and shall not retain any copies of such materials. This obligation of strict confidentiality shall continue in full force and effect notwithstanding the termination of this Contract.

Criminal Record Check

26. The Teacher acknowledges and agrees that the Teacher shall comply with the Agreement and School policy respecting, and requests by the School 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 School, respecting the Teacher's current criminal record status, and to advise the School immediately upon being charged with or convicted of an offence under the *Criminal Code of Canada*, and/or the *Controlled Drugs and Substances Act*.
27. The parties acknowledge and agree that a failure by the Teacher to notify the School and the Association 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.

28. The parties further acknowledge and agree that a failure by the Teacher to notify the School and the Association 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.

Catholicity

29. The Teacher has read and signed in good faith the Document entitled "A DECLARATION OF FAITH AND THE PRACTICE OF TEACHING FOR CATHOLIC TEACHERS AT CLEAR WATER ACADEMY", which forms part of this Contract.

30. The Teacher further:

- a. attests that she/he is a practicing Catholic;
- b. represents that she/he is capable and willing to teach a fully permeated Catholic faith both in and outside of formal classes, celebrations and exercises;
- c. will demonstrate support and respect for the Roman Catholic Church and to be in consort with the teachings of the Pope, the Magisterium and the Bishops in communion with Him;
- d. undertakes to follow, both in and out of school, a lifestyle and deportment in harmony with Catholic Church practices and beliefs which include, among other things, participation in the Sacraments of the Church and living in harmony with the principles of the Gospel and teachings of the Catholic Church;
- e. acknowledges and agrees that either the School or the Teacher may seek the interpretation and assistance of the local Bishop in order to clarify what are the principles of the Gospel and teachings of the Catholic Church;
- f. understands and is committed to the responsibility to undertake periodic professional development related to Catholicity and to fully support the spiritual development of students.

31. For the purpose of this provision "Catholic" shall mean "a baptized member of the Roman Catholic Church, or one of the Eastern Catholic Churches".

32. The parties further acknowledge and agree that a failure of the Teacher to meet the requirements contained in paragraphs 29. and 30. above, may lead to disciplinary action, up to and including termination of the Teacher's contract of employment with the School.

General

33. 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.

- 34. 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.
- 35. 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 School with any information reasonably pertinent to the School's decision to make this offer of employment.
- 36. The School and the Association may amend the terms of this contract upon mutual written agreement.
- 37. The parties acknowledge and agree that there are no representations, warranties, or collateral agreements between the parties hereto regarding the employment of the Teacher as a teacher on behalf of the School, other than as expressly set out in this contract.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year shown below.

DATED at Calgary, Alberta this _____ day of _____, 20____

CLEAR WATER ACADEMY FOUNDATION

By: _____
Name: _____
Title: _____

DATED at Calgary, Alberta this _____ day of _____, 20____

TEACHER
Signed: _____
Print Name: _____

APPENDIX A-10

CONTINUING PART-TIME TEACHING CONTRACT- NON-CATHOLIC

CONTRACT FOR TEACHING SERVICES

(the “Contract”)

THIS CONTRACT is made and entered into this ___ day of _____, 20__ in Calgary by and between:

CLEAR WATER ACADEMY FOUNDATION

(the “School”)

-and-

(the “Teacher”)

AND WHEREAS the Alberta Teachers’ Association (the “**Association**”) is the duly certified bargaining agent for the teachers employed by the School;

AND WHEREAS salaries and other terms and conditions of employment of the Teacher will be subject to the Collective Agreement between the School and the Association (the “**Agreement**”);

AND WHEREAS the Agreement is subject to negotiation between the School and the Association;

AND WHEREAS the School is desirous of employing the Teacher as a teacher under a part-time continuing contract of employment;

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

NOW THEREFORE in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree 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 School.

Employment and Term

2. The School agrees to employ the Teacher and the Teacher agrees to be employed by the School as a part teacher for the School under a part-time continuing contract of employment. The parties acknowledge and agree the School may vary the amount of time the Teacher is required to teach in accordance with section 211 of the *Education Act*.

3. The Teacher's employment under this Contract shall commence on ___ day of _____, 20___, and shall continue until and unless terminated in accordance with the provisions of the Education Act or this Contract or the Agreement.

Compliance with Laws and Policies

4. The Teacher's 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 Agreement in force at the time this Contract comes into effect, and such policies, rules, regulations, guidelines, administrative procedures and/or directives as may be made or implemented from time to time by the School for the administration, management and operation of the School, the Schools buildings, and related programs under its jurisdiction.

Compensation

5. As compensation for the services to be provided hereunder, the Teacher shall be paid in accordance with the applicable salary schedule contained in the Agreement based on the percentage of teaching time taught by the Teacher in comparison with a full time teaching position.
6. The School shall deduct from the Teacher's compensation all applicable federal, provincial, local or foreign taxes, voluntary contribution/donation including income tax, withholding tax, Employment Insurance, Canada Pension Plan and annual fund amounts.
7. The School agrees that if at any time the School has paid wages to the Teacher in excess of the amount due to the Teacher at the time of payment, the School will provide written notice and proof of overpayment to the Teacher. Upon receiving notice and proof, the Teacher agrees that the School may deduct an amount equal to the overpayment from any future monies owing to the Teacher by the School, subject to a reasonable repayment schedule.
8. Further, notwithstanding anything herein to the contrary, in the event (i) the Teacher is terminated for sufficient and just cause, (ii) the Teacher's certificate for teaching has been suspended or revoked, or (iii) the Teacher has been convicted of an offence under federal, provincial or local law, as described in paragraphs 26. to 28. below, then the Teacher shall not be entitled to any compensation from and after such dismissal, certificate suspension or revocation, or conviction.

Resignation and Termination

9. The Teacher's employment hereunder may be terminated by the School at any time without notice or pay in lieu of notice for just cause, the determination of which shall be in the sole discretion of the School.
10. The Teacher's employment may be terminated by the Teacher's providing 30 days' notice in writing to the School (the "**Resignation Notice**"). The School has the right to waive the Teacher's Resignation Notice, in whole or in part, in which case the Teacher's employment shall terminate effective the date set by the School.

Group Insurance

11. The Teacher will be a member of the current group benefits program.

Retirement Plan

12. The Teacher will be a member of the Private School Teachers' Pension Plan administered by the Alberta Teachers' Retirement Fund.

Responsibilities and Covenants

13. The Teacher agrees to adhere faithfully to and be bound by the terms and provisions of the Faculty/Teacher Handbook, as amended from time to time, which forms a material part of this Contract. A Faculty/Teacher Handbook Acknowledge and Consent Form must be returned with this Teaching Contract.
14. The parties acknowledge and agree that school programming includes not only adherence to such provincial program of studies as is required from time to time by Alberta Education, but such other programs, activities or events which are reasonably deemed necessary by the School, to implement the model of Integral Formation and achieve the mission of the School or other programs, activities or events for any designated student population under the jurisdiction of the School. School programming includes curricular, co-curricular and extracurricular programs, activities and related events.
15. The Teacher acknowledges and agrees that as part of his/her assignment and responsibilities the Teacher will be required to perform such extracurricular duties, including any extracurricular duties as may be reasonably required by the School through its administrators from time to time or under the School's policies, as may be reasonably required by the School to fulfill the School's roles and objectives.
16. 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 Integral Formation, curriculum development, to participate in and promote parent-teacher organizations and functions, to supervise students, and to conduct such parent conferences or student-led conferences, as are deemed appropriate by the School.
17. Without limiting the generality of the foregoing, the Teacher shall be required:
 - g. to regularly evaluate students;
 - h. to periodically report the results of the evaluation to students, students' parents and the School as may be required;
 - i. 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 School, while always working to promote a positive school climate.
18. 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.
19. The Teacher shall be responsible to work both collaboratively and collegially in fulfilling the Teacher's roles and responsibilities to the School, all staff, volunteers and the general school community.
20. The Teacher agrees to diligently, effectively, and faithfully to perform all duties and responsibilities that may be prescribed or required from time to time, whether by statute, the Agreement, School policy, rules, procedures or regulations, or through the directives of the School or its properly authorized designates.
21. The Teacher shall at all times conduct himself/herself in a professional manner and display conduct that is appropriate to the role of a Teacher and that serves as an appropriate role model for the School's students.
22. The Teacher acknowledges and agrees that he/she is fully aware of the requirements of the Ministerial Order respecting Teaching Quality Standards, and the School's standards and policies respecting quality of teaching. 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 School, may lead to a period of evaluation and/or remediation as contemplated in the Alberta Education Policy on Teacher Growth, Supervisions 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 School, may lead to disciplinary action up to and including termination of the Teacher's contract of employment.

23. 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.

Driver's License

24. The Teacher acknowledges that a Class 4 Alberta driver's license must be obtained if the Teacher will be driving students or other passengers in the course of his/her employment. Where the parties have agreed that the Teacher shall be responsible for the driving of students or other passengers, the Teacher will make reasonable efforts to obtain a valid Alberta Class 4 driver's license. The Teacher further acknowledges and agrees that, if a Class 4 license is obtained, any licensing requirements shall be maintained in good standing. The Teacher further acknowledges and agrees that he/she shall provide proof of all such licensing requirements, forthwith upon a written request by the School to provide a copy of the same.

Protection of Privacy and Confidentiality

25. The Teacher agrees that all information of any nature whatsoever obtained while providing services to, or on behalf of, the School, is deemed to be proprietary and strictly confidential. The Teacher further agrees to take any and all precautions to restrict the dissemination of such proprietary and confidential information and agrees not to use such information for the benefit of the Teacher, or for the benefit of any other person or entity, or otherwise disclose, furnish or make such information accessible to any other person or entity. Upon the termination of this Contract, the Teacher shall promptly return to the School all materials provided by the School and shall not retain any copies of such materials. This obligation of strict confidentiality shall continue in full force and effect notwithstanding the termination of this Contract. For greater certainty, nothing in this paragraph is intended to prevent the Teacher from discussing (i) financial matters with her/his financial advisor or spouse, or (ii) matters which pertain to the Agreement with the Association.

Criminal Record Check

26. The Teacher acknowledges and agrees that the Teacher shall comply with the Agreement and School policy respecting, and requests by the School 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 School, respecting the Teacher's current criminal record status, and to advise the School immediately upon being charged with or convicted of an offence under the *Criminal Code of Canada*, and/or the *Controlled Drugs and Substances Act*.
27. The parties acknowledge and agree that a failure by the Teacher to notify the School and the Association 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.
28. The parties further acknowledge and agree that a failure by the Teacher to notify the School and the Association 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.

Catholicity

29. The Teacher has read and signed in good faith the Document entitled "THE PRACTICE OF TEACHING THE CATHOLIC FAITH FOR NON CATHOLIC TEACHERS AT CLEAR WATER ACADEMY, which forms part of this Contract.
30. The Teacher further:
 - a. represents that she/he is capable and willing to teach a fully permeated Catholic faith both in and outside of formal classes, celebrations and exercises;
 - b. will demonstrate support and respect for the Roman Catholic Church:
 - c. undertakes to follow, both in and out of school, a lifestyle and deportment in harmony with Catholic Church practices and beliefs which include, among other things, living in harmony with the principles of the Gospel and teachings of the Catholic Church;
 - d. acknowledges and agrees that either the School or the Teacher may seek the interpretation and assistance of the local Bishop in order to clarify what are the principles of the Gospel and teachings of the Catholic Church;
 - e. understands and is committed to the responsibility to undertake periodic professional development related to Catholicity and to fully support the spiritual development of students.
31. The parties further acknowledge and agree that a failure of the Teacher to meet the requirements contained in paragraphs 29. and 30. above, may lead to disciplinary action, up to and including termination of the Teacher's contract of employment with the School.

General

32. 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.
33. 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.
34. 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 School with any information reasonably pertinent to the School's decision to make this offer of employment.
35. The School and the Association may amend the terms of this contract upon mutual written agreement.
36. The parties acknowledge and agree that there are no representations, warranties, or collateral agreements between the parties hereto regarding the employment of the Teacher as a teacher on behalf of the School, other than as expressly set out in this contract.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year shown below.

DATED at Calgary, Alberta this _____ day of _____, 20____

CLEAR WATER ACADEMY FOUNDATION

By: _____

Name: _____

Title: _____

DATED at Calgary, Alberta this _____ day of _____, 20____

TEACHER

Signed: _____

Print Name: _____

APPENDIX A-11

CONTINUING FULL-TIME TEACHING CONTRACT - CATHOLIC

CONTRACT FOR TEACHING SERVICES

(the “**Contract**”)

THIS CONTRACT is made and entered into this ___ day of _____, 20__ in Calgary by and between:

CLEAR WATER ACADEMY FOUNDATION

(the “**School**”)

-and-

(the “**Teacher**”)

AND WHEREAS the Alberta Teachers’ Association (the “**Association**”) is the duly certified bargaining agent for the teachers employed by the School;

AND WHEREAS salaries and other terms and conditions of employment of the Teacher will be subject to the Collective Agreement between the School and the Association (the “**Agreement**”);

AND WHEREAS the Agreement is subject to negotiation between the School and the Association;

AND WHEREAS the School is desirous of employing the Teacher as a teacher under a full-time continuing contract of employment;

AND WHEREAS the Teacher is desirous of becoming a teacher with the School under a full-time continuing contract of employment;

NOW THEREFORE in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree 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 School.

Employment and Term

2. The School agrees to employ the Teacher and the Teacher agrees to be employed by the School as a teacher for the School under a 1.0 FTE full-time continuing contract of employment.

3. The Teacher's employment under this Contract shall commence on ___ day of _____, 20___, and shall continue until and unless terminated in accordance with the provisions of the *Education Act* or this Contract or the Agreement.

Compliance with Laws and Policies

4. The Teacher's 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 Agreement in force at the time this Contract comes into effect, and such policies, rules, regulations, guidelines, administrative procedures and/or directives as may be made or implemented from time to time by the School for the administration, management and operation of the School, the Schools buildings, and related programs under its jurisdiction.

Compensation

5. As compensation for the services to be provided hereunder, the Teacher shall be paid in accordance with the Agreement, as amended from time to time.
6. The School shall deduct from the Teacher's compensation all applicable federal, provincial, local or foreign taxes, voluntary contribution/donation including income tax, withholding tax, Employment Insurance, Canada Pension Plan and annual fund amounts.
7. The School agrees that if at any time the School has paid wages to the Teacher in excess of the amount due to the Teacher at the time of payment, the School will provide written notice and proof of overpayment to the Teacher. Upon receiving notice and proof, the Teacher agrees that the School may deduct an amount equal to the overpayment from any future monies owing to the Teacher by the School, subject to a reasonable repayment schedule.
8. Further, notwithstanding anything herein to the contrary, in the event (i) the Teacher is terminated for sufficient and just cause, (ii) the Teacher's certificate for teaching has been suspended or revoked, or (iii) the Teacher has been convicted of an offence under federal, provincial or local law, as described in paragraphs 26. to 28. below, then the Teacher shall not be entitled to any compensation from and after such dismissal, certificate suspension or revocation, or conviction.

Resignation and Termination

9. The Teacher's employment hereunder may be terminated by the School at any time without notice or pay in lieu of notice for just cause, the determination of which shall be in the sole discretion of the School.
10. The Teacher's employment may be terminated by the Teacher's providing 30 days' notice in writing to the School (the "**Resignation Notice**"). The School has the right to waive the Teacher's Resignation Notice, in whole or in part, in which case the Teacher's employment shall terminate effective the date set by the School.

Group Insurance

11. The Teacher will be a member of the current group benefits program.

Retirement Plan

12. The Teacher will be a member of the Private School Teachers' Pension Plan administered by the Alberta Teachers' Retirement Fund.

Responsibilities and Covenants

13. The Teacher agrees to adhere faithfully to and be bound by the terms and provisions of the Faculty/Teacher Handbook, as amended from time to time, which forms a material part of this Contract. A Faculty/Teacher Handbook Acknowledge and Consent Form must be returned with this Teaching Contract.
14. The parties acknowledge and agree that school programming includes not only adherence to such provincial program of studies as is required from time to time by Alberta Education, but such other programs, activities or events which are reasonably deemed necessary by the School, to implement the model of Integral Formation and achieve the mission of the School or other programs, activities or events for any designated student population under the jurisdiction of the School. School programming includes curricular, co-curricular and extracurricular programs, activities and related events.
15. The Teacher acknowledges and agrees that as part of his/her assignment and responsibilities the Teacher will be required to perform such extracurricular duties, including any extracurricular duties as may be reasonably required by the School through its administrators from time to time or under the School's policies, as may be reasonably required by the School to fulfill the School's roles and objectives.
16. 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 Integral Formation, curriculum development, to participate in and promote parent-teacher organizations and functions, to supervise students, and to conduct such parent conferences or student-led conferences, as are deemed appropriate by the School.
17. 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 School 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 School, while always working to promote a positive school climate.
18. 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.
19. The Teacher shall be responsible to work both collaboratively and collegially in fulfilling the Teacher's roles and responsibilities to the School, all staff, volunteers and the general school community.
20. The Teacher agrees to diligently, effectively, and faithfully to perform all duties and responsibilities that may be prescribed or required from time to time, whether by statute, the Agreement, School policy, rules, procedures or regulations, or through the directives of the School or its properly authorized designates.
21. The Teacher shall at all times conduct himself/herself in a professional manner and display conduct that is appropriate to the role of a Teacher and that serves as an appropriate role model for the School's students.

22. The Teacher acknowledges and agrees that he/she is fully aware of the requirements of the Ministerial Order respecting Teaching Quality Standards, and the School's standards and policies respecting quality of teaching. 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 School, may lead to a period of evaluation and/or remediation as contemplated in the Alberta Education Policy on Teacher Growth, Supervisions 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 School, may lead to disciplinary action up to and including termination of the Teacher's contract of employment.
23. 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, as required by the Agreement.

Driver's License

24. The Teacher acknowledges that a Class 4 Alberta driver's license must be obtained if the Teacher will be driving students or other passengers in the course of his/her employment. Where the parties have agreed that the Teacher shall be responsible for the driving of students or other passengers, the Teacher will make reasonable efforts to obtain a valid Alberta Class 4 driver's license. The Teacher further acknowledges and agrees that, if a Class 4 license is obtained, any licensing requirements shall be maintained in good standing. The Teacher further acknowledges and agrees that he/she shall provide proof of all such licensing requirements, forthwith upon a written request by the School to provide a copy of the same.

Protection of Privacy and Confidentiality

25. The Teacher agrees that all information of any nature whatsoever obtained while providing services to, or on behalf of, the School, is deemed to be proprietary and strictly confidential. The Teacher further agrees to take any and all precautions to restrict the dissemination of such proprietary and confidential information and agrees not to use such information for the benefit of the Teacher, or for the benefit of any other person or entity, or otherwise disclose, furnish or make such information accessible to any other person or entity. Upon the termination of this Contract, the Teacher shall promptly return to the School all materials provided by the School and shall not retain any copies of such materials. This obligation of strict confidentiality shall continue in full force and effect notwithstanding the termination of this Contract.

Criminal Record Check

26. The Teacher acknowledges and agrees that the Teacher shall comply with the Agreement and School policy respecting, and requests by the School 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 School, respecting the Teacher's current criminal record status, and to advise the School immediately upon being charged with or convicted of an offence under the *Criminal Code of Canada*, and/or the *Controlled Drugs and Substances Act*.
27. The parties acknowledge and agree that a failure by the Teacher to notify the School and the Association 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.

28. The parties further acknowledge and agree that a failure by the Teacher to notify the School and the Association 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.

Catholicity

29. The Teacher has read and signed in good faith the Document entitled "A DECLARATION OF FAITH AND THE PRACTICE OF TEACHING FOR CATHOLIC TEACHERS AT CLEAR WATER ACADEMY", which forms part of this Contract.

30. The Teacher further:

- a. attests that she/he is a practicing Catholic;
- b. represents that she/he is capable and willing to teach a fully permeated Catholic faith both in and outside of formal classes, celebrations and exercises;
- c. will demonstrate support and respect for the Roman Catholic Church and to be in consort with the teachings of the Pope, the Magisterium and the Bishops in communion with Him;
- d. undertakes to follow, both in and out of school, a lifestyle and deportment in harmony with Catholic Church practices and beliefs which include, among other things, participation in the Sacraments of the Church and living in harmony with the principles of the Gospel and teachings of the Catholic Church;
- e. acknowledges and agrees that either the School or the Teacher may seek the interpretation and assistance of the local Bishop in order to clarify what are the principles of the Gospel and teachings of the Catholic Church;
- f. understands and is committed to the responsibility to undertake periodic professional development related to Catholicity and to fully support the spiritual development of students.

31. For the purpose of this provision "Catholic" shall mean "a baptized member of the Roman Catholic Church, or one of the Eastern Catholic Churches".

32. The parties further acknowledge and agree that a failure of the Teacher to meet the requirements contained in paragraphs 29. and 30. above, may lead to disciplinary action, up to and including termination of the Teacher's contract of employment with the School.

General

33. 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.

34. 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.

35. 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 School with any information reasonably pertinent to the School's decision to make this offer of employment.

36. The School and the Association may amend the terms of this contract upon mutual written agreement.

37. The parties acknowledge and agree that there are no representations, warranties, or collateral agreements between the parties hereto regarding the employment of the Teacher as a teacher on behalf of the School, other than as expressly set out in this contract.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year shown below.

DATED at Calgary, Alberta this _____ day of _____, 20____

CLEAR WATER ACADEMY FOUNDATION

By: _____

Name: _____

Title: _____

DATED at Calgary, Alberta this _____ day of _____, 20____

TEACHER

Signed: _____

Print Name: _____

APPENDIX A-12

CONTINUING FULL-TIME TEACHING CONTRACT – NON-CATHOLIC

CONTRACT FOR TEACHING SERVICES

(the “**Contract**”)

THIS CONTRACT is made and entered into this ___ day of _____, 20__ in Calgary by and between:

CLEAR WATER ACADEMY FOUNDATION

(the “**School**”)

-and-

(the “**Teacher**”)

AND WHEREAS the Alberta Teachers’ Association (the “**Association**”) is the duly certified bargaining agent for the teachers employed by the School;

AND WHEREAS salaries and other terms and conditions of employment of the Teacher will be subject to the Collective Agreement between the School and the Association (the “**Agreement**”);

AND WHEREAS the Agreement is subject to negotiation between the School and the Association;

AND WHEREAS the School is desirous of employing the Teacher as a teacher under a full-time continuing contract of employment;

AND WHEREAS the Teacher is desirous of becoming a teacher with the School under a full-time continuing contract of employment;

NOW THEREFORE in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree 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 School.

Employment and Term

2. The School agrees to employ the Teacher and the Teacher agrees to be employed by the School as a teacher for the School under a 1.0 FTE full-time continuing contract of employment.

3. The Teacher's employment under this Contract shall commence on ___ day of _____, 20___, and shall continue until and unless terminated in accordance with the provisions of the Education Act or this Contract or the Agreement.

Compliance with Laws and Policies

4. The Teacher's 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 Agreement in force at the time this Contract comes into effect, and such policies, rules, regulations, guidelines, administrative procedures and/or directives as may be made or implemented from time to time by the School for the administration, management and operation of the School, the Schools buildings, and related programs under its jurisdiction.

Compensation

5. As compensation for the services to be provided hereunder, the Teacher shall be paid in accordance with the Agreement, as amended from time to time.
6. The School shall deduct from the Teacher's compensation all applicable federal, provincial, local or foreign taxes, voluntary contribution/donation including income tax, withholding tax, Employment Insurance, Canada Pension Plan and annual fund amounts.
7. The School agrees that if at any time the School has paid wages to the Teacher in excess of the amount due to the Teacher at the time of payment, the School will provide written notice and proof of overpayment to the Teacher. Upon receiving notice and proof, the Teacher agrees that the School may deduct an amount equal to the overpayment from any future monies owing to the Teacher by the School, subject to a reasonable repayment schedule.
8. Further, notwithstanding anything herein to the contrary, in the event (i) the Teacher is terminated for sufficient and just cause, (ii) the Teacher's certificate for teaching has been suspended or revoked, or (iii) the Teacher has been convicted of an offence under federal, provincial or local law, as described in paragraphs 26. to 28. below, then the Teacher shall not be entitled to any compensation from and after such dismissal, certificate suspension or revocation, or conviction.

Resignation and Termination

9. The Teacher's employment hereunder may be terminated by the School at any time without notice or pay in lieu of notice for just cause, the determination of which shall be in the sole discretion of the School.
10. The Teacher's employment may be terminated by the Teacher's providing 30 days' notice in writing to the School (the "**Resignation Notice**"). The School has the right to waive the Teacher's Resignation Notice, in whole or in part, in which case the Teacher's employment shall terminate effective the date set by the School.

Group Insurance

11. The Teacher will be a member of the current group benefits program.

Retirement Plan

12. The Teacher will be a member of the Private School Teachers' Pension Plan administered by the Alberta Teachers' Retirement Fund.

Responsibilities and Covenants

13. The Teacher agrees to adhere faithfully to and be bound by the terms and provisions of the Faculty/Teacher Handbook, as amended from time to time, which forms a material part of this Contract. A Faculty/Teacher Handbook Acknowledge and Consent Form must be returned with this Teaching Contract.
14. The parties acknowledge and agree that school programming includes not only adherence to such provincial program of studies as is required from time to time by Alberta Education, but such other programs, activities or events which are reasonably deemed necessary by the School, to implement the model of Integral Formation and achieve the mission of the School or other programs, activities or events for any designated student population under the jurisdiction of the School. School programming includes curricular, co-curricular and extracurricular programs, activities and related events.
15. The Teacher acknowledges and agrees that as part of his/her assignment and responsibilities the Teacher will be required to perform such extracurricular duties, including any extracurricular duties as may be reasonably required by the School through its administrators from time to time or under the School's policies, as may be reasonably required by the School to fulfill the School's roles and objectives.
16. 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 Integral Formation, curriculum development, to participate in and promote parent-teacher organizations and functions, to supervise students, and to conduct such parent conferences or student-led conferences, as are deemed appropriate by the School.
17. 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 School 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 School, while always working to promote a positive school climate.
18. 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.
19. The Teacher shall be responsible to work both collaboratively and collegially in fulfilling the Teacher's roles and responsibilities to the School, all staff, volunteers and the general school community.
20. The Teacher agrees to diligently, effectively, and faithfully to perform all duties and responsibilities that may be prescribed or required from time to time, whether by statute, the Agreement, School policy, rules, procedures or regulations, or through the directives of the School or its properly authorized designates.
21. The Teacher shall at all times conduct himself/herself in a professional manner and display conduct that is appropriate to the role of a Teacher and that serves as an appropriate role model for the School's students.
22. The Teacher acknowledges and agrees that he/she is fully aware of the requirements of the Ministerial Order respecting Teaching Quality Standards, and the School's standards and policies respecting

quality of teaching. 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 School, may lead to a period of evaluation and/or remediation as contemplated in the Alberta Education Policy on Teacher Growth, Supervisions 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 School, may lead to disciplinary action up to and including termination of the Teacher's contract of employment.

23. 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, as required by the Agreement.

Driver's License

24. The Teacher acknowledges that a Class 4 Alberta driver's license must be obtained if the Teacher will be driving students or other passengers in the course of his/her employment. Where the parties have agreed that the Teacher shall be responsible for the driving of students or other passengers, the Teacher will make reasonable efforts to obtain a valid Alberta Class 4 driver's license. The Teacher further acknowledges and agrees that, if a Class 4 license is obtained, any licensing requirements shall be maintained in good standing. The Teacher further acknowledges and agrees that he/she shall provide proof of all such licensing requirements, forthwith upon a written request by the School to provide a copy of the same.

Protection of Privacy and Confidentiality

25. The Teacher agrees that all information of any nature whatsoever obtained while providing services to, or on behalf of, the School, is deemed to be proprietary and strictly confidential. The Teacher further agrees to take any and all precautions to restrict the dissemination of such proprietary and confidential information and agrees not to use such information for the benefit of the Teacher, or for the benefit of any other person or entity, or otherwise disclose, furnish or make such information accessible to any other person or entity. Upon the termination of this Contract, the Teacher shall promptly return to the School all materials provided by the School and shall not retain any copies of such materials. This obligation of strict confidentiality shall continue in full force and effect notwithstanding the termination of this Contract. For greater certainty, nothing in this paragraph is intended to prevent the Teacher from discussing (i) financial matters with her/his financial advisor or spouse, or (ii) matters which pertain to the Agreement with the Association.

Criminal Record Check

26. The Teacher acknowledges and agrees that the Teacher shall comply with the Agreement and School policy respecting, and requests by the School 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 School, respecting the Teacher's current criminal record status, and to advise the School immediately upon being charged with or convicted of an offence under the *Criminal Code of Canada*, and/or the *Controlled Drugs and Substances Act*.
27. The parties acknowledge and agree that a failure by the Teacher to notify the School and the Association 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.

28. The parties further acknowledge and agree that a failure by the Teacher to notify the School and the Association 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.

Catholicity

29. The Teacher has read and signed in good faith the Document entitled "THE PRACTICE OF TEACHING THE CATHOLIC FAITH FOR NON CATHOLIC TEACHERS AT CLEAR WATER ACADEMY, which forms part of this Contract.

30. The Teacher further:

- a. represents that she/he is capable and willing to teach a fully permeated Catholic faith both in and outside of formal classes, celebrations and exercises;
- b. will demonstrate support and respect for the Roman Catholic Church:
- c. undertakes to follow, both in and out of school, a lifestyle and deportment in harmony with Catholic Church practices and beliefs which include, among other things, living in harmony with the principles of the Gospel and teachings of the Catholic Church;
- d. acknowledges and agrees that either the School or the Teacher may seek the interpretation and assistance of the local Bishop in order to clarify what are the principles of the Gospel and teachings of the Catholic Church;
- e. understands and is committed to the responsibility to undertake periodic professional development related to Catholicity and to fully support the spiritual development of students.

31. The parties further acknowledge and agree that a failure of the Teacher to meet the requirements contained in paragraphs 29. and 30. above, may lead to disciplinary action, up to and including termination of the Teacher's contract of employment with the School.

General

32. 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.

33. 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.

34. 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 School with any information reasonably pertinent to the School's decision to make this offer of employment.

35. The School and the Association may amend the terms of this contract upon mutual written agreement.

36. The parties acknowledge and agree that there are no representations, warranties, or collateral agreements between the parties hereto regarding the employment of the Teacher as a teacher on behalf of the School, other than as expressly set out in this contract.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year shown below.

DATED at Calgary, Alberta this _____ day of _____, 20____

CLEAR WATER ACADEMY FOUNDATION

By: _____

Name: _____

Title: _____

DATED at Calgary, Alberta this _____ day of _____, 20____

TEACHER

Signed: _____

Print Name: _____

APPENDIX B



Clear Water Academy Teacher/Administration Liaison Committee

**March
2021**

The Mission of Clear Water Academy is to provide the highest quality education and foster Integrally Formed Christian leaders who will transform society.

Clear Water Academy is a Christ-centered educational community of excellence, focused on the integral formation of its students, offering an experience of joy that comes from encountering Christ and becoming apostles eager to exercise their Christian leadership with a spirit of mission, helping the Church build Christ's Kingdom, impact culture and transform society.

Teacher/Administration Liaison Committee Purpose

The Teacher/Administration Liaison Committee is collaborative committee with representation consisting of teaching faculty, administrative leadership and the Clear Water Academy Foundation (CWAFF) Board. The committee will meet regularly to review matters to assist the school, the teaching faculty, and the non-teaching faculty to improve the operations of the school and help the school to achieve its mission. The committee will have no independent decision-making authority but will have the opportunity to make recommendations to the Leadership Team of the school and the CWAFF Board. The committee will refer to the Defining Principles of a Regnum Christi School and the Graduate Profile of a Regnum Christi School to guide and influence the discussions and outcomes of the work of the committee.

Teacher/Administration Liaison Committee Members

The Teacher/Administration Liaison Committee will be comprised of eight

individuals, and its members will include:

- Two members of the Secondary Teaching Faculty, as selected **by the Teacher Welfare Committee** from time to time **from** the Secondary Teaching Faculty.
- Two members of the Elementary Teaching Faculty, as selected **by the Teacher Welfare Committee** from time to time **from** the Elementary Teaching Faculty.
- One member of the Non-Teaching Faculty, as selected from time to time by the Executive Director, **in consultation with the Teacher Welfare Committee Chair**.
- Secondary Director of Education and Formation.
- Elementary Director of Education and Formation.
- Member of the CWAFF Board (or designate of the Board).

The committee members will determine the chair of the committee, which will be for a term of no more than two years.

Teacher/Administration Liaison Committee Meetings

The Teacher/Administration Liaison Committee will meet bi-monthly throughout the school year and at other times as needed and as determined by the chair.

Appendix C

Discipline Procedure for Collective Agreement

April 2021

Discipline should be administered in a timely manner and maintain the teacher's dignity and self-respect.

A teacher may be relieved of duty during an investigation that may lead to discipline and where the attendance of the teacher at work would hinder the investigation or is otherwise not advisable in the Foundation's opinion.

A teacher shall have the right to have an Association representative present during any disciplinary meeting or a formal investigation interview. The Foundation agrees to provide a teacher with at least 24 hours advance notice of any disciplinary meeting or a formal investigation interview and to indicate the purpose of the meeting, unless the right to such notice is waived by the teacher.

Disciplinary Meeting

When the Foundation has made a determination that a teacher will be disciplined, the teacher will be notified in writing that a disciplinary meeting will be convened specifically for that purpose. The Foundation will also advise the teacher of his/her right to Association representation.

The Foundation will hold a disciplinary meeting with the teacher.

A Letter of Discipline will be given to the teacher by the Foundation and it will include the reasons for the discipline and expectations for future performance or conduct.

Suspension

When a suspension is given to a teacher, the Foundation will provide a Letter of Suspension and it will include the reasons for the suspension, including the length and time of the suspension, and expectations for future performance or conduct.

Rights of Rebuttal

The teacher may provide a written rebuttal to the Foundation of any disciplinary action taken.

Deemed Notification

If the teacher is unavailable for a disciplinary meeting, the notification of discipline will be deemed received if personally delivered or mailed by prepaid registered mail. When the notice is mailed, it will be deemed received within five days of the date of mailing.

Application of Dispute Resolution Procedures

The teacher will have the right to apply the dispute resolution process to any disciplinary action, as per Clause 16 of the Collective Agreement.

No other amendments to the current agreement except those as already agreed.

IN WITNESS THEREOF, the parties hereto execute this Agreement by affixing hereto the signatures of their proper officers on their behalf.

Dated at _____, Alberta this ____ day of _____, 20__.

On behalf of
Clear Water Academy Foundation

On behalf of
The Alberta Teachers' Association

