

# Collective Agreement

between

## **Almadina School Society**



**ALMADINA LANGUAGE CHARTER ACADEMY**

*Read and Write, Reach the Height*

and

## **The Alberta Teachers' Association**



**The Alberta  
Teachers' Association**

September 1, 2019 to August 31, 2022

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This collective agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the Board of the Almadina School Society, herein called "the Employer" and the Alberta Teachers' Association, herein called "the Association", acting on behalf of the teachers employed by the Employer.

Whereas the Employer is a society incorporated, organized and existing under the laws of the Province of Alberta and has the authority to operate a public charter school as granted by the Alberta Minister of Education, and

Whereas, the Association is the duly certified bargaining agent for the teachers employed by the Employer, and

Whereas the parties desire to define the unique circumstances that exist in the operation of the public charter school, the following guiding principles and values shall guide the parties:

Principle No. 1

The Employer and teachers wish to create a climate which is open to the timely and appropriate involvement of parents and students in orienting the education of the children. This involvement will occur in a climate of mutual respect and in accordance with the principles of natural justice.

Principle No. 2

The Employer and teachers recognize that collegial decision making is the most appropriate method for the schools. The Employer thus undertakes to ensure that administrative and management practices do not undermine professional relations or collegial decision making in the schools.

Principle No. 3

Both parties agree that professional development will seek to provide appropriate balance between school-based activities and individual request.

Whereas such teachers' terms and conditions of employment and their salaries have been the subject of negotiations between the parties, and

Whereas the parties desire that these matters be set forth in an agreement to govern all the terms of employment of the teachers.

Whereas this agreement is made pursuant to the *Education Act*, the *Alberta Human Rights Act*, the *Employment Standards Code*, the *Occupational Health and Safety Act*, and the *Labour Relations Code*.

The Employer and the Association agree as follows:

## **1. Application**

### **1.1 Application**

This agreement shall be applicable to all persons who require a teacher's certificate as a condition of their employment with the Employer with the exception of the superintendent of schools.

### **1.2 Language Instruction**

The Employer shall make every effort to employ certificated teachers for vacancies to provide languages instruction. If no certificated teachers are available, the Employer will ensure that the instructor is under the supervision of a teacher who is responsible for student assessment, planning and reporting to parents. A vacancy, for the purposes of this clause, is defined as a resignation or a dismissal.

**1.3** All previous collective agreements between the parties are hereby cancelled.

**1.4** This agreement shall be binding upon the parties and their successors.

## **2. Term**

### **2.1 Term and Effective Date**

The term of this Agreement is September 1, 2019, to August 31, 2022. Unless stated otherwise, this agreement shall take effect upon ratification by both parties on October 20, 2020.

### **2.2 Notice**

Either party wishing to amend or to terminate this agreement shall give to the other party notice of such desire, in writing, not less than sixty (60) days and not more than one hundred twenty (120) days prior to the last date stated in clause 2.1.

**2.3** If notice has been given in accordance with clause 2.2, the Employer agrees not to alter terms and conditions of employment should negotiations continue beyond the expiry date or until a strike or lockout occurs.

**2.4** Notwithstanding clause 2.2 and 2.3 above, either party may, between April 1 and June 30 of any calendar year, serve notice to commence collective bargaining in accordance with the *Labour Relations Code*, to open and negotiate amendments to this agreement and to introduce new clauses.

### **2.5 Topics of Mutual Interest**

The parties agree to continue to collaborate on topics of mutual interest for possible inclusion in the next round of collective bargaining or for amendment of the collective agreement in accordance with clause 2.6.

**2.6 Amend with Mutual Consent**

The parties may by mutual consent agree to amend the provisions of this collective agreement during this term.

**2.7 Provision of Information**

**2.7.1** Employer shall provide to the Association a list of teachers covered by the collective agreement identifying name, location, full-time equivalent, position, teaching certificate number, contract status (interim, temporary, probationary, continuing contracts) which teachers are on leave, and teachers' designations, address and telephone numbers. This information shall be provided each year, by October 31<sup>st</sup>.

**2.7.2** The Employer shall provide the following information to the Association annually as soon as possible after September 30<sup>th</sup>, but no later than the last operational day in December:

- a) Teacher distribution by salary grid category and step as of September 30;
- b) Health Spending Account (HSA) utilization rates;
- c) Most recent Employer financial statement;
- d) Total benefit premium cost;
- e) Total substitute teacher cost; and
- f) Total allowances cost.

**3. Administration of the Basic Salary Schedule**

**3.1 Salary Payment**

**3.1.1** The Employer agrees to pay the annual salary in twelve (12) equal and consecutive monthly payments on or before the 26<sup>th</sup> day of each month with the exception of December, when it will be paid on the last working day.

**3.1.2** Upon request, a new teacher or a teacher returning from a leave of at least three (3) months shall be provided an advance of two thousand dollars (\$2,000) on the 15<sup>th</sup> of the first full month of employment. (See Appendix B)

**3.2 Grid**

**3.2.1 Basic Salary Schedule**

| Years of Experience | Years of Post Secondary Education |        |         |
|---------------------|-----------------------------------|--------|---------|
|                     | 4                                 | 5      | 6       |
| 0                   | 59,054                            | 62,514 | 66,475  |
| 1                   | 62,514                            | 65,982 | 69,932  |
| 2                   | 65,982                            | 69,447 | 73,400  |
| 3                   | 69,447                            | 72,900 | 76,862  |
| 4                   | 72,900                            | 76,360 | 80,319  |
| 5                   | 76,360                            | 79,831 | 83,789  |
| 6                   | 79,831                            | 83,293 | 87,250  |
| 7                   | 83,293                            | 86,754 | 90,709  |
| 8                   | 86,754                            | 90,223 | 94,170  |
| 9                   | 90,223                            | 93,681 | 97,641  |
| 10                  | 93,912                            | 97,372 | 101,331 |

**3.2.2** Effective September 1, 2015 and for the duration of this agreement, Almadina will adopt the settled salary grid of the Calgary Board of Education.

**3.2 Salary Administration**

**3.2.1 Initial Salary Placement and University Education**

**3.2.1.1** The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications from the Alberta Teacher Qualifications Service.

**3.2.1.2** A teacher upon commencement of employment, must submit to the secretary treasurer, proof of:

- a) a statement of qualifications from the Alberta Teacher Qualifications Service, and
- b) experience, in writing.

Such proof must be submitted within forty-five (45) operational days from the date of employment, in order to obtain, retroactively to the date of employment, an improvement in category placement and experience placement respectively. Failure to do so will result in adjustments being made on the first of the month following submission of proof, unless,

through no fault of the teacher, proof is delayed. In this case, if the teacher provides proof of having applied to the Teacher Qualifications Service within forty-five (45) operational days from the date of employment, the adjusted salary will be applied retroactively to the date of employment. This adjustment will be made on the next pay following receipt of application to the Teacher Qualifications Service.

**3.2.1.3** The teacher must supply written verification of teaching experience from all previous employers.

**3.2.1.4** Until the teacher submits satisfactory evidence of qualifications and experience, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirements for their teaching certificate and on the salary schedule at step 0.

**3.2.1.5** Teachers currently on staff who complete additional years of education must supply proof in the form of a statement of qualifications from the Alberta Teacher Qualifications Service within forty-five (45) operational days following September 1 or February 1 to be eligible for adjustment on those dates. Failure to do so will result in adjustments being made on the first of the month following submission of proof, unless, through no fault of the teacher, proof is delayed. In this case, if the teacher provides proof of having applied to the Teacher Qualifications Service within forty-five (45) operational days from September 1 or February 1, the adjusted salary will be applied retroactively to the respective date.

**3.2.1.6** Only one (1) year of education increment shall be granted per school year.

**3.2.2 Experience Increments**

**3.2.2.1** A year of teaching experience shall be earned by teachers performing required duties for at least one hundred forty (140) operational days in the school year in an assignment requiring a teacher certification. Teaching experience earned by part-time teachers, substitute teachers or by a teacher under temporary contract, may be accumulated within five (5) 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.

- 3.2.2.2** No teacher shall earn more than one (1) experience increment in any one (1) school year.
- 3.2.2.3** Uncredited experience shall be carried over for the calculation of experience increments.
- 3.2.2.4** The adjustment date for changes in the number of increments allowed for teaching experience shall be September 1 and February 1.
- 3.2.2.5** The Employer shall only recognize years of previous contracted and certificated teaching experience for salary purposes provided such previous teaching experience was earned outside Alberta but in Canada or the United States provided it is received in accordance with the laws in those jurisdictions.
- 3.2.2.6** The Employer shall recognize years of previous contracted and certificated teaching experience for salary purposes provided such previous teaching experience was earned outside of Canada and the United States if a teaching certificate was required, a Ministry approved provincial curriculum was followed, and if the accreditation of the school and its programs is satisfactory to the superintendent of schools.

## **4. Allowances**

### **4.1 Creation of New Positions**

When the Employer creates a position not currently provided for under this article, the Employer will negotiate an allowance with the Teacher Welfare Committee's negotiating subcommittee before advertising and filling such position. If, after thirty (30) days from the time notice is given to the Teacher Welfare Committee, no agreement is reached, the Employer 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.

### **4.2 Administration Allowances**

#### **4.2.1 Principal's Allowance**

In addition to the salary earned as a teacher, each principal shall receive an Administrative Allowance of twenty-five thousand, nine hundred twenty-eight dollars (\$25,928) for fewer than thirty (30) staff and thirty thousand, eight hundred thirty-eight dollars (\$30,838) for thirty (30) or more. Increases will be applied by the same percentage and same date as that applied to the CBE salary grid.



**4.2.2 Vice-Principal's Allowance**

In addition to the salary earned as a teacher, a vice-principal shall receive an allowance that is fifty percent (50%) of the principal's allowance.

**4.3 Acting Administrators – Compensation**

**4.3.1** In the absence of the administration from a school, when the absence is a minimum of a half day, a teacher shall be designated by the superintendent of schools, or designate, to be the acting administrator and shall be paid fifty percent (50%) of the principal's allowance should the absence be on an instructional day. Such designation shall terminate upon the return to duty of either the principal or vice principal(s), who has assumed responsibility within the school, whichever is sooner.

**4.3.2** The teacher assigned as an acting administrator shall have the option to book a substitute teacher to provide release time for their increased responsibility.

**4.3.3** The teacher assigned as an acting administrator shall not be covered by Article 12 - Hours of Work for the duration of the designation.

**4.4 Other Administrator Designations**

**4.4.1 English Language Learner (ELL) Coordinator Allowance**

**4.4.1.1** The position of ELL coordinator shall report to and be supervised by the superintendent of schools in collaboration with the principals.

**4.4.1.2** The ELL coordinator appointment shall be made from current certificated staff for a two-year term at the end of which the teacher will return to their previous position or a mutually acceptable position.

**4.4.1.3** In addition to the salary earned as a teacher, the ELL coordinator shall receive an annual allowance of seven thousand five hundred dollars (\$7,500). For each subsequent year of this agreement, this allowance will be increased by the same percentages as the salary grid during the life of this agreement.

**4.4.1.4** The employer shall pay reasonable expenses incurred while carrying out assigned duties, which may include attendance at ELL Advisory Committee meetings, ELL Conferences as well as mileage for required travel between campuses and/or the Board office.

**4.4.1.5** Clause 16.4.2 will apply to this position.

**4.4.2 Educational Technologist Allowance**

**4.4.2.1** The position of educational technologist shall report to and be supervised by the superintendent of schools in collaboration with the principals.

**4.4.2.2** The educational technologist appointment shall be made from certificated teachers.

**4.4.2.3** In addition to the salary earned as a teacher, the education technologist shall receive an annual allowance of seven thousand five hundred dollars (\$7,500). For each subsequent year of this agreement, this allowance will be increased by the same percentages as the salary grid during the life of this agreement.

**4.4.2.4** The employer shall pay reasonable expenses incurred while carrying out assigned duties, as well as mileage for required travel between campuses and/or the Board office.

**4.4.2.5** Clause 16.4.2 will apply to this position.

**4.5 Other Administrator Conditions**

**4.5.1 Lieu Days**

School-based principals shall be granted two (2) paid leave days per school year and vice-principals shall be granted one (1) paid leave day per school year at a time mutually agreed upon by the administrator and the superintendent of schools or designate. Lieu days must be taken prior to May 31<sup>st</sup> of each school year, unless prior approval of the superintendent of schools is granted. Unused days shall not be paid out or accumulated.

**5. Substitute Teachers**

**5.1 Rates of Pay**

Substitutes shall be paid at the same rate paid by the Calgary Board of Education.

**5.2 Commencement of Grid Rate**

**5.2.1** Substitute teachers employed for a period of three (3) consecutive teaching days or more, as a replacement for a specific teacher, shall be placed on the basic salary schedule, according to the substitute's qualifications and experience, on the third and consecutive subsequent days in the same assignment.

**5.2.2** This period of consecutive employment during the school year shall not be considered interrupted or non-consecutive, if a holiday, teachers' convention, professional day or such other Employer regulated break interrupts the substitute teacher's continuity in the classroom. The application of this provision shall not result in a reduction in earnings for the three (3) days of the assignment.

**5.3 Other Substitute Teacher Conditions**

**5.3.1 Vacation Pay**

All of the rates of pay provided in this article include vacation pay.

**5.3.2 Professional Development**

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

**6. Part Time Teachers**

**6.1** Where a teacher on a continuing contract wishes to have a part-time teaching position, they may apply to the superintendent of schools for part-time assignment. Such application must be made no later than April 30 of the school year immediately preceding the year in which the part-time position is to take place.

**6.2** On approval of the application of the teacher, the superintendent of schools shall grant the part-time assignment for a guaranteed period of one (1) school year.

**7. Group Benefits**

**7.1 Group Benefit Plans**

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

**7.2 Group Benefit Eligibility**

**7.2.1** Participation in the plans shall be a condition of employment for all teachers commencing employment under contracts of 0.5 FTE or more.

**7.2.2** Teachers on probationary or temporary contracts, who sign a contract for the following school year by June 30th of the current school year, shall remain on the benefit plans and have premiums paid as per clause 7.3.

**7.3 Group Benefit Premium Costs**

The Employer shall contribute one hundred percent (100%) of the premium costs for the following benefit plans:

- (a) Extended Health Care
- (b) Dental Plan
- (c) Life
- (d) Accidental Death and Dismemberment
- (e) Dependent Life
- (f) Short-Term Disability
- (g) Long-Term Disability

**7.6 Health Wellness Spending Account**

7.6.1 The Employer will establish for each teacher on a continuing, probationary or temporary contract of at least three month's duration, a Health Spending Account. Eligible teachers shall be actively at work, on maternity 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 Employer.

The HSA shall be operated in accordance with the *Income Tax Act* and the Canada Revenue Agency.

Teachers on temporary or probationary contracts that are rehired by September 1 shall be entitled to carry over their previous amounts from the previous year.

Effective September 1, 2011, the Employer will contribute \$651 per year for each eligible teacher.

Effective September 1, 2021, the following repeals and replaces clause 7.6.1 above.

7.6.2 The Employer will establish for each teacher on a continuing, probationary or temporary contract of at least three (3) month's duration, a Health Wellness Spending Account (HSA/WSA). Eligible teachers shall be actively at work, on maternity leave, on paid sick leave or on disability. Any unused amount shall carry forward one (1) year; any unused amount at the end of the carry over year shall be forfeited to the Employer.

The HSA/WSA shall be operated in accordance with the *Income Tax Act* and the Canada Revenue Agency.

Teachers on temporary or probationary contracts that are rehired by September 1 shall be entitled to carry over their previous amounts from the previous year.

Effective September 1, 2021, the Employer will contribute seven hundred twenty-five dollars (\$725) per year for each eligible teacher.

**7.7 Reduction in the Amount of Benefits**

The Employer agrees that no reduction in the amounts of benefits will occur without prior approval of the Alberta Teachers' Association.

**8. Conditions of Practice**

**8.1 Assignable Time**

The Employer may assign teachers duties between 8:00 AM and 4:00 PM on school days. Teachers shall not be assigned duties on weekends or during vacation periods. Each teacher shall be free of assigned duties for thirty (30) minutes during the regular lunch hour of the designated division (division 1, division 2 & division 3).

**8.2 Instructional Time**

A teacher not in receipt of any administrative allowance will not be assigned more than one thousand four hundred fifty (1450) minutes per week of instructional time. The remainder of the thirty-five (35) hours in a week may be assigned for Professional Development, preparation, staff meetings, consultations, supervision and parent-teacher interviews.

**8.3 First Day of School**

The Employer shall provide teachers with the date of the first day of the following school year by March 31.

**8.4 Staff Meetings**

Notwithstanding clause 8.1, except where emergent circumstances prevent, a principal may require teaching staff to attend a staff meeting during a regular school week. The principal shall provide teachers with the dates and times of staff meetings for the school year prior to the first day of the school year. The staff meetings may continue past 4:00 PM and will be completed at or before 5:00 PM. No more than one (1) staff meeting will be scheduled per calendar month during the school year.

**8.5 Parent-Teacher Interviews**

**8.5.1** The Employer from time to time schedules parent-teacher interviews outside the regular hours of work. When this is done, the annual school calendar for Almadina Language Charter Academy will be adjusted to ensure that the work day for teachers on days that are scheduled for

parent-teacher interviews does not exceed eight (8) consecutive hours exclusive of scheduled lunch or dinner breaks.

Parent-Teacher Interviews (PTI):

Day 1 – Morning and Afternoon = Regular Teaching Day, Evening PTI 5:00 PM – 8:30 PM

Day 2 – Morning Interviews 8:30 AM until 12:00 PM

No assigned duties and teachers not in receipt of administrative allowances may leave the school.

The Employer agrees that these adjustments will be applied in the school calendar to accommodate parent-teacher interviews.

**8.5.2** The format for Parent-Teacher Interviews can be changed to accommodate specific needs on a case by case basis subject by the ratification of the Collegial Committee as specified in Article 21 of this agreement.

**8.5.3** Teachers shall be available to meet with parents at the request of a parent or the school principal by appointment only. These appointments shall take place within the assignable work day but not during any period where the teacher is instructing students.

**8.5.4** The Association agrees that for the purpose of parent-teacher interviews clause 8.1 of the collective agreement does not apply.

**8.6 Class Size**

The Employer is committed to Alberta's Commission on Learning (ACOL) class sizes as per the Alberta Education Standards.

**9. Professional Development**

**9.1** In order to assist teachers to meet personal professional priorities and the challenges of an evolving English language learning, cyber learning and international language work environment, the Employer has provided for professional development assistance to its certified charter school teachers.

**9.2** At each school campus, one thousand dollars (\$1,000) is allocated at the principal's discretion to buy educational books or materials related to English language learning, international languages and Values/Virtues program.

**9.3** The Employer shall pay annually on behalf of each teacher the registration fee to attend the Calgary City Teachers' Convention.

- 9.4** The Employer shall pay on behalf of the teacher the registration fee associated with attendance at the Calgary Charter Schools Conference.
- 9.5** The Employer shall pay annually, on behalf of each teacher, the annual fee of one (1) Association specialist council related either to English language learning, international languages, student academic achievement or any core subject area.
- 9.6** Per teacher request and consistent with the teacher's annual professional growth plan, the Employer shall pay the cost of a professional development workshop, conference fee or course offered by a recognized postsecondary institution, Association council, Alberta Education or professional development activity as follows:
- September 1, 2015 \$1,000
- The teacher may defer one (1) year's fund for use in the subsequent year. Should the teacher not have sufficient funds, the teacher may request additional funds at the superintendent of schools' discretion. If the request is denied, the superintendent of schools will provide the teacher with reasons in writing.
- Any funds accumulated up to the date of ratification shall be available to the teacher and must be used by the end of the 2021/2022 school year.
- 9.7** The Employer shall pay the cost of a substitute teacher for two (2) days per year for each teacher participating in a professional development activity covered by this article.
- 9.8** A principal or vice-principal who takes a course at an Alberta accredited institution will be reimbursed the cost of tuition and mandatory fees upon evidence of successful completion for up to one (1) full course per year.

*Also see attached Letter of Understanding – Professional Development.*

## **10. Sick Leave**

- 10.1** 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.
- 10.2** A teacher shall have access to twenty (20) school days of sick leave. Under exceptional circumstances, the superintendent of schools may extend sick leave benefits on a case by case basis.

- 10.3** A certificate of illness from a qualified medical or dental practitioner is required by the Employer as follows:
- a) For a period of illness of three operational days or fewer – none.
  - b) For a period of illness of four or more operational days – is required.
- 10.4** 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.
- 10.4.1** Notwithstanding the above, if a teacher is ruled ineligible by the disability insurer, the teacher will be entitled to use any outstanding sick days.

## **11. Maternity and Parental Leave**

### **11.1 Maternity Leave**

- 11.1.1** Upon request, a teacher shall be entitled to maternity leave of absence for a period of up to sixteen (16) weeks commencing within thirteen (13) weeks prior to the estimated due date and no later than the actual date of the birth of the teacher's child.
- 11.1.2** Maternity leave shall be without pay and benefits except as provided in clause 11.3.
- 11.1.3** A teacher shall, when possible, give the Employer three (3) months but no less than six (6) weeks written notice of their intention to take a maternity leave. Such notice shall be accompanied by a medical certificate or written statement from a midwife registered with the College of Midwives of Alberta indicating that the teacher is pregnant and giving the estimated date of birth.
- 11.1.4** The teacher may terminate the health-related portion of the maternity leave at any time with a medical certificate indicating their fitness to return to work. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.
- 11.1.5** Upon expiration of the leave provided pursuant to clause 11.1.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the *Employment Standards Code* and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.



## **11.2 Parental Leave**

- 11.2.1** Upon request, a teacher shall be entitled to parental leave of absence for the birth or adoption of a child. The leave shall be for a period of up to sixty-two (62) weeks to be taken within seventy-eight (78) weeks of the child's birth or placement in the home.
- 11.2.2** Parental leave shall be without pay and benefits except as provided in clause 11.3.
- 11.2.3** The teacher shall give the Employer at least six (6) weeks written notice of the teacher's intention to take a parental leave. Specifically, in the case of adoption, the teacher will provide as much notice as possible.
- 11.2.4** The teacher may terminate the leave at any time. The teacher shall give the Employer no less than four (4) weeks notice, in writing, of the intended date of return.
- 11.2.5** Upon expiration of the leave provided pursuant to clause 11.2.1, the teacher shall be reinstated in the position the teacher occupied at the time the leave commenced or in a mutually agreed upon position. In any case, in accordance with the *Employment Standards Code* and this Collective Agreement, the teacher will be provided with an alternative position of a comparable nature.
- 11.2.6** If teachers under clause 11.2.1 are parents of the same child, the parental leave granted may be taken by one (1) teacher or shared by both teachers. In any case, the Employer may grant but is not required to grant parental leave to more than one (1) parent of the child at the same time.

## **11.3 Benefits During Maternity and Parental Leave**

- 11.3.1** The Employer shall pay the portion of the teacher's benefits plan premiums and contribute health spending account amounts specified in Article 7 of the Collective Agreement for sixteen (16) weeks of maternity leave.
- 11.3.2** The Employer shall pay the portion of the teacher's benefits plan premiums specified in Article 7 of the Collective Agreement for sixteen (16) weeks of parental leave. The health spending account will remain active for the duration of parental leave but no further credits will be contributed to the health spending account during this time.

## **11.4 Paternity Leave**

**11.4.1** Two (2) days with pay shall be granted to a teacher to attend to their spouse/partner for the birth of their child or to take custody of an adopted child.

**11.4.2** Upon request, a teacher shall be granted an additional two (2) day extension to paternity leave, if their spouse/partner or the child experiences medical complications during the thirty (30) days following the child's birth.

## **12. Personal Leave**

### **12.1 Personal Leave**

Teacher: Upon one week's written notification to the principal, except where emergent circumstances prevent advance notice, a leave of absence shall be granted to a teacher for up to five (5) days in a school year.

Principal: Upon one week's written notification to the superintendent of schools, except where emergent circumstances prevent advance notice, a leave of absence shall be granted to a principal for up to five (5) days in a school year.

- a) Two (2) of these days shall be with pay.
- b) Three (3) days, the cost of a substitute as specified in clause 5.1, shall be remitted by the teacher to the Employer. Notwithstanding the foregoing, if the leave occurs on a professional development, teacher preparation or teachers' convention day, this deduction shall be credited to the professional development fund of the school.
- c) Up to two (2) unused days of the teacher's choice (with pay or less the cost of a substitute) may be carried over for use in the next school year.
- d) A teacher/principal shall not use more than five (5) personal leave days in one (1) school year, unless approved by the superintendent of schools.
- e) The provisions of this clause do not apply to a teacher under contract for sixty (60) days or less in a school year.
- f) A teacher under contract for sixty-one (61) to one hundred (100) days in a school year shall be granted one (1) day personal leave with pay.
- g) A personal day shall not be used to extend a holiday, except at the prior approval of the superintendent of schools. A holiday period in this clause shall mean any scheduled break in operational days greater than four (4).

**13.** < *intentionally left blank* >

**14. Other Leaves of Absence**

**14.1 General Leave of Absence**

- 14.1.1** Upon application by the teacher a general leave of absence may be granted at no cost to the Employer for a period of up to one (1) year.
- 14.1.2** Applications shall be submitted to the superintendent of schools prior to the commencement of the leave, except in the event of emergent or unforeseen circumstances. Leaves require the approval of the superintendent of schools.
- 14.1.3** A general leave may be extended for an additional period upon written application by the teacher and upon approval by the superintendent of schools.
- 14.1.4** Should the application be refused, the applicant will be given the reason(s) for refusal.
- 14.1.5** A teacher granted leave shall be on leave from the school and not from a particular position.
- 14.1.6** Increments will not be credited to a teacher for the period of the leave unless the teacher is actively engaged in teaching during the leave period and meets the requirements for an experience increment.
- 14.1.7** Each teacher scheduled to return to duties at the start of the school year following a general leave of absence shall notify the Employer in writing, by April 30, of the teacher's intention the following year. A teacher who does not respond by that date will be sent a letter by registered mail to an address agreed upon by the teacher and the Employer at the commencement of the leave indicating that the teacher must, within twenty (20) operational days of the date of the letter is mailed, and in any event, no later than June 30, advise the superintendent of schools whether or not the teacher will be returning to duty at the beginning of the following school year. Copies of the registered letters will be sent forthwith to the Association. If a teacher does not respond within the twenty (20) operational day limit, that teacher's contract of employment will be deemed to be terminated by mutual consent.

**14.2 Family Medical Leave**

Teachers shall be allowed two (2) operational days with pay to attend to the medical concerns of family members. An additional two (2) operational days may be taken from sick leave.

**14.3 Civic Duty Court Appearances**

Teachers shall be allowed leave with pay to respond to jury duty or a summons and/or a subpoena to appear as a third party in court. Any monies received for the aforementioned duties less actual expenses shall be remitted by the employee to the Employer.

**14.4 Compassionate Leave**

Leave is granted with respect to major surgery, critical illness or death of a near relative. For the purpose of this article, the term "near relative" shall be defined as the spouse/partner of the teacher and the grandparents, parents, brothers, sisters, children and grandchildren (and their respective spouses/partners) of the teacher and of the teacher's spouse/partner or common law spouse/partner as documented in the employee's personnel record with the Employer.

**14.4.1** In the event of major surgery or critical illness of a near relative a teacher shall be granted a maximum of four (4) operational days' leave of absence with pay. The teacher shall, if requested by the superintendent of schools, provide a note from the attending physician attesting to the major surgery or critical illness. Additional leave may be granted, at the discretion of the superintendent of schools, as circumstances warrant.

**14.4.2** Teachers shall be allowed three (3) operational days leave with pay in the event of the death of a near relative. Personal days may be used consecutively.

**14.4.2** Teachers shall be allowed one (1) operational day leave with pay in the event of the death of an aunt, uncle, niece or nephew of the teacher or their spouse/partner.

**14.4.3** If travel of greater than three hundred (300) km outside the city is required, an additional two (2) days leave with pay shall be granted.

**14.4.4** If travel outside the country is required, an additional five (5) days leave shall be granted, and the cost of the substitute, as specified in clause 5.1, shall be remitted by teachers to the Employer. Notwithstanding the foregoing, if the leave occurs on a professional development, teachers preparation or teachers' convention day, this cost shall be waived.

**14.4.5** Teachers shall be granted one (1) day with pay to attend the funeral of a student that a teacher is currently teaching. This leave may be extended or substitutions made with the approval of the superintendent of schools. In addition a school administrator shall be granted the day with pay to attend the funeral and represent Almadina.

**14.4.6** Notwithstanding the above, additional leave may be granted at the discretion of the superintendent of schools, as circumstances warrant.

**14.5 Quarantine Leave**

A teacher who is quarantined by order of the medical officer of health for the city or by a provincial authority, shall be granted leave with pay if the absence for quarantine is certified by a qualified medical officer.

**14.5.1** A teacher who is required to quarantine, but is still medically able to teach, as confirmed by medical documentation, where reasonably practicable, shall be provided with an online teaching assignment.

**14.6 School Closure**

In the event of school closure due to acts of god, staff will not be required to report to school and receive no deduction of pay.

**14.7 Graduation and Convocation**

For attendance at the teacher's child or teacher's spouse/partner child's senior high school graduation or convocation ceremony, a teacher shall be granted one (1) day with pay. For attendance at the teacher's, teacher's spouse's/partner's or teacher's child's convocation ceremony, a teacher shall be granted two (2) days with pay when travel beyond the greater Calgary area is required.

**15. Grievance Procedure**

**15.1** A grievance is defined as any difference between the parties concerning the interpretation, application, administration or alleged violation of this collective agreement. Any grievance, including questions as to whether the differences are arbitrable, shall be dealt with as follows:

**15.2 Individual Grievance**

Step 1

a) Any individual grievance must be submitted to the superintendent of schools and the teacher welfare committee (TWC) chair within fifteen (15) working days of the date the teacher first became aware of the alleged violation or misapplication.

- b) All grievances must be presented in writing and shall set out the nature of the difference, the article(s) of the agreement which have allegedly been violated and the remedy sought.
- c) The superintendent of schools shall respond to the grievor, the TWC Chair and the associate coordinator, Collective Bargaining – Teacher Employment Services in writing within fifteen (15) days of receipt of the grievance.

#### Step 2

If the teacher is not satisfied with the superintendent of schools' response, then the Association may within fifteen (15) working days of receipt of the response, refer the grievance to arbitration as outline in clause 15.4.

**15.2.1** Failure to submit a grievance within the time limits specified shall render the grievance void.

### **15.3 Association and Employer Grievance**

Where a difference arises between the Association and the Employer as to the interpretation, application, operation or contravention, or alleged contravention of this agreement, or as to whether such difference can be the subject of arbitration, the Association or the Employer shall have the right to present a grievance. All grievances must be presented in writing and shall set out the nature of the difference, the article(s) of the agreement which have allegedly been violated and the remedy sought. Association grievances shall be submitted to the superintendent of schools. Employer grievances shall be submitted to the associate coordinator, Collective Bargaining – Teacher Employment Services. The respondent shall have fifteen (15) working days to reply in writing. If a grievance is denied, either party may advance the matter to arbitration within fifteen (15) working days of receipt of the reply, or if no reply is received, within thirty (30) working days of submission to the other party.

### **15.4 Arbitration**

**15.4.1** Either party to this collective agreement may, by written notice served on the party within the timelines specified in clause 15.2 or 15.3, request the appointment of a single arbitrator as hereinafter provided. If such notice is not served within the time limits specified in these clauses, the grievance shall be deemed to be at an end. The parties may, by mutual agreement, consent to postpone the arbitration hearing. Such notice shall contain a statement of the nature of the grievance.

**15.4.2** The single arbitrator shall determine their own procedure and shall give full opportunity to all parties to present evidence and to be heard.

- 15.4.3** The arbitrator shall not change, modify or alter any of the terms of this agreement. Neither shall the arbitrator make a decision which is contrary to the terms of this agreement. All grievances or differences submitted shall present an arbitrable issue under this agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this agreement or that involves the determination of a subject matter not covered by or not arising during the term of this agreement.
- 15.4.4** The arbitrator shall give a decision not later than fourteen (14) days after appointment except that with the consent of both the Employer and Association, such limitation of time may be extended. The findings and decisions of the arbitrator shall be binding on the parties.
- 15.4.5** The parties shall share equally the expenses of the single arbitrator.
- 15.4.6** Where any references in this article, grievance and interpretation procedures, are to a period of days, such period shall be exclusive of Saturdays, Sundays, statutory holidays and summer vacation.
- 15.4.7** By mutual agreement between the Employer and the Association any of the dates contained in this article may be extended.

## **16. Employment**

- 16.1** The Employer will enter into an individual contract of employment with each teacher that it employs, other than a substitute teacher.
- 16.2.1** When evaluations warrant, the Employer shall provide each probationary teacher, in their second year of employment with the Employer, a continuing contract.
- 16.2.2** The Employer shall only offer contracts to a teacher consistent with the *Education Act* or succeeding legislation.
- 16.2.3** The Employer shall use, as contracts, the individual contract templates found in Appendix A to this agreement. The Employer may revise the templates with the consent of the Association. Such consent shall not be unreasonably denied.
- 16.4** Teachers will render services for not more than two hundred (200) consecutive days, commencing the opening day of school in each school year, exclusive of vacation periods, weekends, holidays and semester breaks. Notwithstanding the above, it is recognized that teachers who are in receipt of an administrative or supervisory allowance, shall accept the professional responsibility of having their schools

operational on the opening day of school each school term, semester or other division of the school year. In a like manner, such teachers shall accept the professional responsibility of completing all activities connected with school closing.

**16.4.1** A teacher who is not in receipt of an administrative or supervisory allowance who renders service during a vacation period, at the request of the Employer, shall be paid one two hundredth (1/200) of their annual salary for each day.

**16.4.2** Administrators who render service during a vacation period, at the request of the Employer, shall receive time off in lieu during the school year for the actual time worked.

**16.5** In the event that a reduction in teaching staff is necessary, the Employer will seek to effect this reduction through attrition.

## **17. Bargaining Unit Dues and Fees**

**17.1** All teachers shall pay monthly to the Association monies equal to the established fees or dues of the Association. Such dues and fees shall be deducted monthly by the Employer from each teacher's month-end pay and remitted to the Association following the deduction.

**17.1.1** The Employer shall deduct from substitutes one percent (1%) of their monthly earnings according to association policies and bylaws for membership.

**17.2** The Employer agrees to provide the Association with a list of employees for whom Association dues and fees are deducted.

**17.3** The Employer agrees to provide the Association with a service list of its employees on September 15 and February 1 respectively indicating date of hire and length of service.

**17.4** Any dispute between a teacher and the Association related to dues or membership fees shall be referred to the Association for resolution. The Employer shall not be held liable for any costs arising from the resolution of any dispute.

## **21. Collegial Committee**

*Principle No 2—The Employer and Teachers recognize that collegial decision making is the most appropriate method for the schools. The Employer thus undertakes to ensure that administrative and management practices do not undermine professional relations or collegial decision making in the schools.*



**21.1 Purpose**

As an important aspect of the fulfillment of Principle No 2, as referenced in the preamble of the collective agreement, the parties agree to form a Collegial Committee (hereafter referred to as "CC") for the purpose of discussing concerns with the Employer in the best interests of Almadina School and certificated teachers.

**21.2 Members and Co-Chairs**

The committee shall include:

1. Four (4) teachers selected by the Teacher Welfare Committee (TWC). Interested members will submit their names to the TWC and members will be randomly selected during a regular TWC meeting.
2. School principals
3. superintendent of schools

The CC will be led by two (2) co-chairs, the superintendent of schools and a teacher committee member, who are responsible for facilitating the meetings and the operation of the committee.

**21.3 Items for Discussion**

The committee will deal with issues and concerns arising from the membership. Examples include but are not limited to:

- School Calendars
- Timetables
- Professional Development
- School-Based Budgeting
- Working Conditions for Professional Service.

**21.4 Items Excluded**

The committee shall not deal with grievance matters nor discuss the modification of the collective agreement or any other matter properly left to the normal collective bargaining process. No agreement, decisions, or action of the committee shall be construed by any party as an interpretation or modification of this agreement.

**21.5 Reporting**

Following a meeting of the CC, the teacher CC co-chair shall report at the next TWC meeting and the superintendent of schools shall report at the next Board meeting.

**21.6 Meetings**

The committee shall be formed and have met by October 31 of each school year. Subsequent meetings of the CC may be called by either of the co-chairs or at the request of the majority of members of the bargaining unit.

**21.7 Frames of Reference**

Other than those outlined in the collective agreement, the committee members will determine their committee norms and procedures in the Frames of Reference for the CC. Any changes to the CC Frames of Reference must be approved by the Employer and the TWC.

**22. Job Sharing**

**22.1** Where two teachers on a continuing contract wish to share one (1) full-time teaching position, they may apply to the superintendent of schools for a shared job assignment. Such application must be made no later than April 30 of the school year immediately preceding the year in which the job sharing is to take place.

**22.2** A shared job assignment may be granted by the superintendent of schools in accordance with the following terms:

The proportion of a full-time position taught by each teacher shall be mutually decided by the two (2) teachers and must be agreeable to the superintendent of schools.

**22.3** On approval of the application of the teachers, the superintendent of schools shall grant the shared job assignment for a guaranteed period of one (1) school year. If the teachers involved wish to return to their previous employment status they must advise the superintendent of schools in writing by March 31 of the school year of the shared job assignment that they wish to return to their previous employment status. If teachers in a shared job assignment do not advise the superintendent of schools in writing by March 31 of the wish to return to their previous employment status, they will continue in the shared job assignment during the subsequent school year.

**22.4** At the conclusion of the shared job, the teachers shall return to their previous employment status (example: full-time to full-time, part-time to part-time).

**22.5** In the event that one (1) of the teachers in the shared teaching position ceases to perform their teaching duties for any reason whatsoever, the superintendent of schools, upon fourteen (14) day notice in writing, shall request the other teacher involved to assume the full-time duties of the formerly shared position. Should the teacher refuse, the Employer shall find a temporary replacement and the job share agreement terminates at the end of the school year.

**23. Code of Professional Conduct**

**23.1** The parties agree that, notwithstanding the *Teaching Profession Act*, the Association's Code of Professional Conduct as published in the

Association's *Member's Handbook* will be adopted as the official standard of professional behaviour of the members of the bargaining unit.

- 23.2** If any member perceives a violation in the Code of Professional Conduct has occurred they will seek remedy through the Association Healthy Interactions model.

**IN WITNESS WHEREOF**, the parties have executed this collective agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ON BEHALF OF ALMADINA SCHOOL SOCIETY

ON BEHALF OF THE ALBERTA TEACHERS'  
ASSOCIATION

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Negotiating Subcommittee Chair

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Associate Coordinator, Collective Bargaining  
Teacher Employment Services

## **Letter of Understanding #1 – Assessments**

It is recommended the parties agree to enter into the following Letter of Understanding  
Re: Assessments:

It is agreed between the parties that, although teacher assessments of student progress across the four (4) learner understandings promoted at Almadina are a part of teacher planning and teaching quality standards, other important discrete factors must be taken into account:

- 1) Any assessment of teacher accountability must factor what the learner brings to the classroom each September. Student's progress is tied to English language proficiency and daily activities across the four benchmarks: listening, speaking, reading and writing.
- 2) The focus of most tests must be on learner understanding of general and specific learner outcomes as planned in the Units and not preparation of the annual June PATs or any end of year Grade Level Achievement Tests. Thus, student assessments must not narrow the curriculum in order to achieve some end. Tests should provide teachers data to demonstrate student competence patterns across all four basic learner understandings: cognitive, meta-cognitive, social and affective domains.
- 3) Most student tests, even commercial tests, must reflect what is being taught in the Alberta Program of Study and in the Teacher's units/themes.
- 4) Any assessments of teacher performance must be based on many professional factors. Just as students and schools are assessed for more than any single criteria so must teachers be assessed beyond any single student performance on any one (1) test.

## **Letter of Understanding #2 – Professional Development (PD)**

### **The Association and the Employer agree to the following guidelines regarding the use and reimbursement of the funds in Article 9:**

1. The funds are intended primarily to support the teachers' professional development and must be directly related to the teachers' Personal Professional Growth Plan and directly related to the Teaching Quality Standard.
2. The teacher considers the School-Based Professional Development objectives and the Charter Mandate.
3. Upon completion of a professional development activity under Article 9, the teacher will share learnings from that activity with colleagues through means such as, but not limited to, staff meetings, professional publication, PD session, inservicing, etc. A teacher may also share externally.

### **Allocation and Reimbursement Guidelines:**

4. Funds will be reimbursed within thirty (30) calendar days following the cost incurred provided the teacher submits the claim on the proper form (attached) and in a timely manner with receipts.
  - a. For example: An early registration requires the teacher to pay, possibly months in advance before the event takes place. Other examples include, but are not limited to, flights, hotels, additional conference costs, etc.
5. The intention of the funds is not to supplement vacations and holidays. Expenses claimed for attendance to an event should be limited to travel to and from the event and hotel/meal expenses incurred during and one (1) day prior and one (1) day post the planned event.
6. Documentation supplied for reimbursement includes but not limited to: confirmation of registration; hotel receipts; reasonable mileage submissions for travel to and from the event.
7. The Employer agrees to attempt to address concerns regarding claims or possible claims in advance of the departure of the teacher. In the event of a dispute, the Employer will pay the expenses not in dispute and will collaborate with the Association to achieve a reasonable solution.
8. PD expenses incurred during summer vacation are reimbursed by the 30<sup>th</sup> of September.
9. The Collegial Committee serves as a forum for discussion regarding the application and reimbursement of PD funds in Article 9 however final approval or changes in practice must be with the agreement of the Association and the Employer.
10. Out-of-Province Professional Development is subject to the approval of the superintendent of schools with consideration of the criteria in sections 1 and 2. The superintendent of schools shall respond within ten (10) operational days. No response will be deemed as approval.

## Almadina Language Charter Academy

### Professional Development Form

Staff Member: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Conference or Workshop (Please attach agenda): \_\_\_\_\_

Date of Conference - From: \_\_\_\_\_ To: \_\_\_\_\_

Location: \_\_\_\_\_

#### Conference Costs:

| Item            | Cost |
|-----------------|------|
| Registration    |      |
| Travel          |      |
| Accommodation   |      |
| Food            |      |
| Tuition         |      |
| Other           |      |
| <b>Total \$</b> |      |

Note: at \$0.50/km when you use your own vehicle

**Please note: Whenever possible, travel must be shared with other staff attending the same conference.**

Briefly describe how this conference or workshop fits in with your professional goals and/or assignment this year.

#### Contributing Teachers

| Name | Amount | Signature |
|------|--------|-----------|
|      |        |           |
|      |        |           |
|      |        |           |

#### Principal's Comments

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

### **Letter of Understanding #3 – Learning Coach**

The parties agree that this Letter of Understanding shall come into effect September 1, 2020.

1. Effective school year 2020-21, the position of learning coach shall report to and be supervised by the principal.
2. The learning coach appointment shall be made from the current certificated staff for a one-year term at the end of which the appointment may be continued, by mutual agreement, for an additional year. At the end of their term, the teacher will return to their previous position or a mutually acceptable position.
3. When there is more than one (1) learning coach at a single site, where reasonably practicable, the workload will be balanced between the coaches.
4. In addition to the salary earned as a teacher, each learning coach shall receive an annual allowance of three thousand seven hundred fifty (\$3,750). For each subsequent year of this agreement, this allowance will be increased by the same percentages as the salary grid during the life of this agreement.

### **Letter of Understanding #4 – Faith and Religious Observance Leave**

A teacher is entitled to leave with full pay for religious holy days the observance of which is a reasonable expectation of the religious faith and precludes the teacher from working. It is the teacher's responsibility to advise the superintendent of schools, or designate, of the upcoming religious holy days preferably at the start of each school year or upon commencement of duties if after the start of the school year but, where possible, at least two (2) weeks in advance. The teacher, Association and the Employer recognize their duties in accommodating requests for religious holy day leave.

### **Letter of Understanding #5 – School Improvement**

The parties agree to form a joint committee to discuss ways to improve teaching and learning at Almadina, including but not limited to issues of inclusion. The intent of this committee is not to duplicate the work of the Collegial Committee or to make it redundant. The committee will be co-chaired by the superintendent of schools and a representative of the bargaining unit, chosen by the Teacher Welfare Committee. The committee will also include up to three (3) teacher representatives from each school, chosen by the teachers at the first staff meeting of the school year. The parties will meet a minimum of two (2) times per school year and the first meeting will occur by December 31<sup>st</sup> each year.



## Appendix A – Teaching Contracts

Appendix A-1

### PROBATIONARY TEACHING CONTRACT (SECTION 206 – EDUCATION ACT)

<<NAME>>

<<ADDRESS>>

<<CITY>>

1. You have been appointed to the teaching staff of Almadina Language Charter Academy pursuant to Section 206 of the *Education Act* on a probationary teaching contract. Your duties will commence \_\_\_\_\_, and as this is a probationary appointment, it is provided that your duties will terminate on \_\_\_\_\_.
2. This offer of employment and your acceptance hereof, is subject to ratification by the Employer. Failure to ratify will nullify this appointment.
3. Your employment is subject to the provisions of all applicable statutes of the Province of Alberta and regulations passed thereunder, such rules as may be made from time to time by the Employer for the administration, management and operation of schools and buildings under its jurisdiction and the applicable provisions of the Employer's collective agreement with the Alberta Teachers' Association.
4. Specific assignment to a school and to a grade(s) level shall be made by the Employer and its duly authorized Officers from time to time.
5. This contract contains the entire Agreement between the parties hereto and there are no representations, warranties or collateral agreements other than those as are expressed herein.
6. This contract may be extended by mutual agreement, in writing, by the Employer and the Teacher, in accordance with Section 206 of the *Education Act*.
7. Thirty (30) day notice of contract termination by either party must be stated in writing as per Sections 215 and 216 of the *Education Act*.
8. The Teacher attests that they are fit for duties.
9. **OVERPAYMENT:** The Teacher agrees that if at any time the Employer has paid wages to the Teacher in excess of the amount due to the Teacher at the time of payment, the Employer may deduct an amount equal to the overpayment from any money owing to the Teacher by the Employer and the Teacher hereby irrevocably authorizes the Employer to deduct such

amounts. The amounts and increments will be based upon a mutually agreed timeline between the parties.

10. **NO UNTRUTHS:** The Teacher expressly promises that the Teachers' application form is truthful in all respects and the Teacher has not intentionally failed to provide the Employer with any information pertinent to the Employer's decision to make this offer of employment.
11. **CRIMINAL RECORDS:** The Teacher expressly promises that the Teacher has never been convicted under the *Criminal Code of Canada*, or similar legislation of any jurisdiction, of an offence relating to sexual misconduct, fraud, theft or physical violence.
12. **DUTY OF FIDELITY:** The Teacher agrees that by accepting employment with the Employer, the Teacher assumes a responsibility to at all times display conduct that is appropriate to the role of a teacher, and that serves as an appropriate role model for students.
13. **EFFECT OF NONCOMPLIANCE:** This offer of Employment is conditional. If the Teacher does not strictly comply with all terms and conditions, this offer is null and void and the Teacher's acceptance is of no force or effect. Failure to respond by \_\_\_\_\_(date), will nullify this offer.

**DATED** at the City of Calgary,  
In the Province of Alberta,  
this \_\_\_\_\_ (date)

Accepted this  
\_\_\_ day of \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
Employer Chair

\_\_\_\_\_  
Appointee

\_\_\_\_\_  
Witness

**TEMPORARY TEACHING CONTRACT  
(SECTION 209 – EDUCATION ACT)**

<<NAME>>

<<ADDRESS>>

<<CITY>>

1. You have been appointed to the teaching staff of Almadina Language Charter Academy pursuant to Section 209 of the *Education Act* on a temporary teaching contract.
2. This offer of employment and your acceptance hereof, is subject to ratification by the Employer. Failure to ratify will nullify this appointment.
3. Your employment is for the purpose of replacing a teacher employed by the Employer who is absent from their teaching duties with the Employer. Your duties will commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_.
4. Your employment is subject to the provisions of all applicable statutes of the Province of Alberta and regulations passed thereunder, such rules as may be made from time to time by the Employer for the administration, management and operation of schools and school buildings under its jurisdiction and the applicable provisions of the Employer's collective agreement with the Alberta Teachers' Association.
5. This contract contains the entire Agreement between the parties hereto and there are no representations, warranties or collateral agreements other than those as are expressed herein.
6. Thirty (30) day notice of contract termination by either party must be stated in writing as per Sections 215 and 216 of the *Education Act* .
7. The Teacher attests that they are fit for duties.
8. **OVERPAYMENT:** The Teacher agrees that if at any time the Employer has paid wages to the Teacher in excess of the amount due to the Teacher at the time of payment, the Employer may deduct an amount equal to the overpayment from any money owing to the Teacher by the Employer and the Teacher hereby irrevocably authorizes the Employer to deduct such amounts. The amounts and increments will be based upon a mutually agreed timeline between the parties.
9. **NO UNTRUTHS:** The Teacher expressly promises that the Teachers' application form is truthful in all respects and the Teacher has not intentionally failed to provide the Employer with any information pertinent to the Employer's decision to make this offer of employment.

10. **CRIMINAL RECORDS:** The Teacher expressly promises that the Teacher has never been convicted under the *Criminal Code of Canada*, or similar legislation of any jurisdiction, of an offence relating to sexual misconduct, fraud, theft or physical violence.
11. **DUTY OF FIDELITY:** The Teacher agrees that by accepting employment with the Employer, the Teacher assumes a responsibility to at all times display conduct that is appropriate to the role of a teacher, and that serves as an appropriate role model for students.
12. **EFFECT OF NONCOMPLIANCE:** This offer of Employment is conditional. If the Teacher does not strictly comply with all terms and conditions, this offer is null and void and the Teacher's acceptance is of no force or effect. Failure to respond by \_\_\_\_\_ (date), will nullify this offer.

**DATED** at the City of Calgary,  
In the Province of Alberta,  
this \_\_\_\_\_ (date)

Accepted this  
\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Employer Chair

\_\_\_\_\_  
Appointee

\_\_\_\_\_  
Witness

**CONTINUING PART-TIME TEACHING CONTRACT  
(SECTION 211 – EDUCATION ACT)**

<<NAME>>

<<ADDRESS>>

<<CITY>>

1. You have been appointed to the teaching staff of Almadina Language Charter Academy pursuant to Section 211 of the *Education Act* on a continuing part-time teaching contract.
2. This offer of employment and your acceptance hereof, is subject to ratification by the Employer. Failure to ratify will nullify this appointment.
3. Your employment is subject to the provisions of all applicable statutes of the Province of Alberta and regulations passed thereunder, such rules as may be made from time to time by the Employer for the administration, management and operation of schools and school buildings under its jurisdiction and the applicable provisions of the Employer's collective agreement with the Alberta Teachers' Association.
4. Specific assignment to a school and to a grade(s) level shall be made by the Employer and its duly authorized Officers from time to time.
5. This contract contains the entire Agreement between the parties hereto and there are no representations, warranties or collateral agreements other than those as are expressed herein.
6. Thirty (30) day notice of contract termination by either party must be stated in writing as per Sections 215 and 216 of the *Education Act* .
7. The Teacher attests that they are fit for duties.
8. **OVERPAYMENT:** The Teacher agrees that if at any time the Employer has paid wages to the Teacher in excess of the amount due to the Teacher at the time of payment, the Employer may deduct an amount equal to the overpayment from any money owing to the Teacher by the Employer and the Teacher hereby irrevocably authorizes the Employer to deduct such amounts. The amounts and increments will be based upon a mutually agreed timeline between the parties.
9. **NO UNTRUTHS:** The Teacher expressly promises that the Teacher's application form is truthful in all respects and the Teacher has not intentionally failed to provide the Employer with any information pertinent to the Employer's decision to make this offer of employment.

10. **CRIMINAL RECORDS:** The Teacher expressly promises that the Teacher has never been convicted under the *Criminal Code of Canada*, or similar legislation of any jurisdiction, of an offence relating to sexual misconduct, fraud, theft or physical violence.
11. **DUTY OF FIDELITY:** The Teacher agrees that by accepting employment with the Employer, the Teacher assumes a responsibility to at all times display conduct that is appropriate to the role of a teacher, and that serves as an appropriate role model for students.
12. **EFFECT OF NONCOMPLIANCE:** This offer of Employment is conditional. If the Teacher does not strictly comply with all terms and conditions, this offer is null and void and the Teacher's acceptance is of no force or effect. Failure to respond by \_\_\_\_\_ (date), will nullify this offer.

**DATED** at the City of Calgary,  
In the Province of Alberta,  
this \_\_\_\_\_ (date)

Accepted this  
\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Employer Chair

\_\_\_\_\_  
Appointee

\_\_\_\_\_  
Witness

**CONTINUING FULL-TIME TEACHING CONTRACT  
(SECTION 207 – EDUCATION ACT)**

<<NAME>>

<<ADDRESS>>

<<CITY>>

1. You have been appointed to the teaching staff of Almadina Language Charter Academy pursuant to Section 207 of the *Education Act* on a continuing full-time teaching contract.
2. This offer of employment and your acceptance hereof, is subject to ratification by the Employer. Failure to ratify will nullify this appointment.
3. Your employment is subject to the provisions of all applicable statutes of the Province of Alberta and regulations passed thereunder, such rules as may be made from time to time by the Employer for the administration, management and operation of schools and school buildings under its jurisdiction and the applicable provisions of the Employer's collective agreement with the Alberta Teachers' Association.
4. Specific assignment to a school and to a grade(s) level shall be made by the Employer and its duly authorized Officers from time to time.
5. This contract contains the entire Agreement between the parties hereto and there are no representations, warranties or collateral agreements other than those as are expressed herein.
6. Thirty (30) day notice of contract termination by either party must be stated in writing as per Sections 215 and 216 of the *Education Act* .
7. The Teacher attests that they are fit for duties.
8. **OVERPAYMENT:** The Teacher agrees that if at any time the Employer has paid wages to the Teacher in excess of the amount due to the Teacher at the time of payment, the Employer may deduct an amount equal to the overpayment from any money owing to the Teacher by the Employer and the Teacher hereby irrevocably authorizes the Employer to deduct such amounts. The amounts and increments will be based upon a mutually agreed timeline between the parties.
9. **NO UNTRUTHS:** The Teacher expressly promises that the Teachers' application form is truthful in all respects and the Teacher has not intentionally failed to provide the Employer with any information pertinent to the Employer's decision to make this offer of employment.

10. **CRIMINAL RECORDS:** The Teacher expressly promises that the Teacher has never been convicted under the *Criminal Code of Canada*, or similar legislation of any jurisdiction, of an offence relating to sexual misconduct, fraud, theft or physical violence.
11. **DUTY OF FIDELITY:** The Teacher agrees that by accepting employment with the Employer, the Teacher assumes a responsibility to at all times display conduct that is appropriate to the role of a teacher, and that serves as an appropriate role model for students.
12. **EFFECT OF NONCOMPLIANCE:** This offer of Employment is conditional. If the Teacher does not strictly comply with all terms and conditions, this offer is null and void and the Teacher's acceptance is of no force or effect. Failure to respond by \_\_\_\_\_ (date), will nullify this offer.

**DATED** at the City of Calgary,  
In the Province of Alberta,  
this \_\_\_\_\_ (date)

Accepted this  
\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Employer Chair

\_\_\_\_\_  
Appointee

\_\_\_\_\_  
Witness



## Appendix B – Advance on Salary Request

### Advance on Salary Request

Teacher: \_\_\_\_\_

Date: \_\_\_\_\_

As per the collective agreement:

**3.1.2** Upon request, a new teacher or a teacher returning from a leave of at least three (3) months shall be provided an advance of two thousand dollars (\$2,000) on the 15<sup>th</sup> of the first full month of employment.

I wish to request a two thousand dollar (\$2,000) advance on my salary for this month.

Signed: \_\_\_\_\_