

## GOVERNMENT OF THE PROVINCE OF SASKATCHEWAN

## DEPARTMENT OF EDUCATION

## AGREEMENT

## BETWEEN TRUSTEES AND TEACHER

(To be made in triplicate)  
One copy to be forwarded  
to the Department as soon  
as the teacher takes charge

Memorandum of Agreement made this 28<sup>th</sup> day of January 1933,  
between the Board of Trustees of The Tramblay School District No. 1811  
of Saskatchewan, and Ella Rita Grotreau of Lutherland  
the holder of a First Class Certificate of qualification as a teacher in Saskatchewan, as  
follows:

School Act  
Section 210

1. The Board of Trustees hereby contracts with and employs for the school of the said district  
the above mentioned teacher from and after the 23<sup>rd</sup> day of Jan  
one thousand nine hundred and thirty three at the yearly salary of 950 dollars;  
and further agrees that it and its successors in office will pay such salary to the said teacher at least  
monthly and will exercise such powers and perform such duties under  
The School Act and the Regulations of the Department of Education as may be requisite for making  
such payment.

Monthly or  
quarterly as  
the case  
may be

2. The teacher agrees with the said Board of Trustees, to teach and conduct the said school dur-  
ing the said term, according to the School Law and Regulations in that behalf.

3. This agreement is subject to the following conditions:

(a) That the teacher shall continue to be the holder of a legal certificate of qualification as a  
teacher in Saskatchewan.

(b) That statutory holidays and vacations prescribed by the School Law and the Regulations  
are excepted from the said term.

Section 210

(c) That the days on which the teacher has attended any school exhibition, teachers' institute  
or convention held under the Regulations of the Department as certified by the Secretary  
of the Board (not exceeding the number of days prescribed by The School Act) as well  
as days, other than statutory holidays or vacation periods provided for under section 194,  
upon which the school is closed by order of the board, or for causes over which the  
teacher has no control, shall be allowed him as if he had actually taught in the said school;  
and

Section 210

(d) That if the school is closed by reason of the existence within the district of an actual or  
threatened epidemic of disease, or in case of the teacher's illness as certified by a qualified  
medical practitioner, the teacher shall be entitled to receive his salary without deduction for  
such period as may be authorized under The School Act in that behalf.

Section 212

4. The Board of Trustees hereby agrees to increase the salary of the teacher by the sum of  
\_\_\_\_\_ dollars each year until a maximum of \_\_\_\_\_  
dollars per annum is reached.

Notice not  
less than  
thirty days  
Sec. 212(a)

5. The Board of Trustees or the teacher may terminate this agreement by giving notice in writing  
to the other party hereto at least thirty days previously.

6. This agreement shall continue in force until terminated by the notice stated above or replaced  
by a new agreement.

The vacation shall consist of about six weeks

Dated this 28<sup>th</sup> day of January 1933

Signed on behalf of the Board

Victor La Roche  
Witness to Chairman's Signature.

F. W. Jondro  
Witness to Teacher's Signature.

Alfred Tinger  
Ella Rita Grotreau  
Teacher.

No. of Saskatchewan Certificate 311-32

Issued June 30, 1932

Section 210

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Section 212

4. The Board of Trustees hereby agrees to increase the salary of the teacher by the sum of \_\_\_\_\_ dollars each year until a maximum of \_\_\_\_\_ dollars per annum is reached.

Notice not less than thirty days Sec. 212(a)

5. The Board of Trustees or the teacher may terminate this agreement by giving notice in writing to the other party hereto at least thirty days previously.

6. This agreement shall continue in force until terminated by the notice stated above or replaced by a new agreement.

The vacation shall consist of about six weeks

Dated this 28<sup>th</sup> day of January, 1932

Signed on behalf of the Board

Victor La Roche

Witness to Chairman's Signature.

F. W. Jander

Witness to Teacher's Signature.

Alfred Tingle  
Chairman.

Ella Rita Grotreau

Teacher.

No. of Saskatchewan Certificate 311-32

Issued June 30, 1932

Teacher's P.O. Address Lutherland, Sask.

NOTE.—The teacher must sign this agreement with Christian names in full and give the number as on certificate held.

This agreement will not be approved by the Department unless complete in every detail. It should not be signed until the chairman and the teacher have read the sections of The School Act on the reverse side hereof.

FORM 27-20,000-8-32-5350.

(over)

## PAYMENT OF TEACHERS

Attention is called to the following sections of The School Act respecting the payment of a teacher's salary:

Computation  
of salary

210.—(1) If the salary stated in the teacher's agreement is at a monthly rate, the rate of salary for the year shall be deemed to be twelve times the monthly rate, and if at a yearly rate the monthly rate shall be deemed to be one-twelfth of the yearly rate.

(2) The salary payable to a teacher for any period less than four months shall be the monthly salary stated in his agreement or as computed under subsection (1) without deduction for holidays. Upon the completion of four months of his engagement and thereafter the total salary earned by a teacher for any period shall be computed by dividing by 200 the yearly salary stated in the agreement or as computed under subsection (1), and multiplying the result by the actual number of teaching days on which the school has been legally in operation during that period.

(3) If a teacher has taught more than 200 days in any school year, he shall be entitled to only a year's salary; provided, however, that if a teacher fulfils a year's engagement with any board of trustees he shall be entitled to not less than a full year's salary.

(4) Subject to the provisions of subsection (3), a teacher shall be entitled to count as teaching days, and to payment of salary for:

- (a) days upon which he is necessarily absent from school attending a school exhibition, teachers' institute or teachers' convention approved by the minister, not exceeding four days in any school year;
- (b) days not exceeding thirty in any school year, during which the school is closed by order of a duly qualified medical practitioner, or the board, or the Department of Public Health, because of the existence within the district of an actual or threatened epidemic of disease; and
- (c) days, other than statutory holidays or vacation periods provided for under section 194, upon which the school is closed by order of the board, or for causes over which the teacher has no control.

(5) Notwithstanding anything herein contained the board of any district may enter into a contract with a teacher for payment of such salary as may be mutually agreed upon and set forth in the agreement.

Sickness

212. Every teacher in case of sickness certified by a qualified medical practitioner shall at the termination of his engagement or at the end of the school year if the engagement is continuous, be entitled to his salary during such sickness for a period not to exceed 20 days for the entire year, or in case the teacher is in charge for a shorter term than one year for a period bearing the same proportion to 20 that the number of teaching days during which he was in charge of the school bears to 200.

Provided that in the case of a teacher whose employment by a district is continued for more than one year, the board of trustees may make such allowance in lieu of salary during the period of sickness as it deems advisable, such allowance not to exceed the salary for a period bearing the same proportion to twenty that the number of teaching days during which he has been employed by the district bears to 200.

### TERMINATION OF AGREEMENT

Notice

212a.—(1) Either party may terminate an agreement for teaching between a teacher and a board of trustees by giving written notice to the other party of intention so to do, as required by the agreement, but the period of notice shall in no case be less than thirty days.

(2) Notwithstanding the provisions of subsection (1), if it is desired to terminate an agreement at the end of the first school term, notice shall be given not later than the thirty-first day of May, and if the agreement is to be terminated at the end of the second term, notice shall be given not later than the first day of December.

(3) An agreement, which has expired, shall nevertheless continue in force until terminated in the manner therein set forth, or in accordance with subsections (1) and (2), or replaced by a new agreement.

(4) If a board terminates an agreement at a date prior to the end of a school term, not being the date of termination set forth in the agreement, the teacher shall be given an opportunity forthwith of meeting the board at a regular or special meeting at which the board shall advise the teacher of its reasons for such termination, and the board shall forthwith notify the minister that the agreement is to be terminated, giving the reasons for its action.

(5) If a teacher terminates an agreement at a date prior to the end of a school term, not being the date of termination set forth in the agreement, the teacher shall notify the board in writing of his reasons for such termination and shall forthwith notify the minister that the agreement is to be terminated, giving the reasons for his action.

### BOARD OF REFERENCE

Inquiry

212b.—(1) If an agreement is terminated prior to the date stated therein as the date of termination or at a date prior to the end of a school term, the party receiving the notice of termination may, within fifteen days after receipt thereof, request the minister to appoint a board of reference to inquire into the circumstances.

(2) For the purpose of such inquiry the minister may appoint a board of reference consisting of three persons, one of whom shall be nominated by the board, who shall not be a member thereof, one by the teacher, and a chairman who shall be an inspector of schools nominated by the minister.

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(5) Notwithstanding anything herein contained the board of any district may enter into a contract with a teacher for payment of such salary as may be mutually agreed upon and set forth in the agreement.

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(2) For the purpose of such inquiry the minister may appoint a board of reference consisting of three persons, one of whom shall be nominated by the board, who shall not be a member thereof, one by the teacher, and a chairman who shall be an inspector of schools nominated by the minister.

(3) Both parties may be represented at the inquiry and the chairman shall give at least ten clear days' notice to each party of the time and place thereof.

(4) The board of reference may in its discretion, subject to the approval of the minister, order the reinstatement of the teacher until the end of the then current school term.

(5) A report respecting the matters placed before the board of reference shall be made forthwith in writing by the chairman to the minister.

#### Payment of salary

213. A teacher whose agreement with a board has expired or who is dismissed by it shall be entitled to receive forthwith all money due him for his services as teacher while employed by the board. If such payment be not made by the board, or tendered to him, he shall be entitled to recover the full amount due and unpaid with interest in any court of competent jurisdiction. R.S.S. 1920, c. 110, s. 197.