



CTS BRIDGE TO TEACHER CERTIFICATION RETURN OF SERVICE AGREEMENT

This Agreement made effective this _____ day of _____, 20_____.

BETWEEN:

**The Board of Trustees of
Pembina Hills Regional Division No. 7
(hereinafter referred to as "PHRD")**

OF THE FIRST PART

and

**Name of Recipient
(hereinafter referred to as "the Student")**

OF THE SECOND PART

RETURN SERVICE AGREEMENT **CTS BRIDGE TO TEACHER CERTIFICATION**

WHEREAS PHRD offers a CTS Bridge to Teacher Certification Program to a qualified individual with a Journeyman Certificate whereby PHRD provides financial assistance in the form of a bursary to assist the individual in the completion of a Bachelor of Education Degree, in exchange for a commitment by the individual to provide services to PHRD as a CTS Teacher ;

AND WHEREAS the Student wishes to participate in and has been approved by PHRD for participation in the CTS Bridge to Teacher Certification Program;

NOW THEREFORE in consideration of the mutual covenants set out herein the parties hereby covenant and agree, each with the other, as follows:

- 1) The Student confirms and promises that he/she holds a certificate of qualification as a Journeyman licensed to work in the Province of Alberta.
- 2) It is an express condition precedent to the Agreement that the Student is in good standing and enrolled in the Program at the University of Alberta leading to a Bachelor of Education Degree and that the Student shall remain so enrolled until they have completed the Program.
- 3) PHRD shall pay to the Student a bursary of up to a maximum amount of \$78,000 to facilitate the Student completing a Bachelor of Education degree with a Career and Technology focus ("the Program"). This bursary shall be rewarded by PHRD to the Student as outlined in Schedule A.
- 4) The Student shall provide to PHRD, following each year's completion of studies, a transcript of marks. The Student shall also provide to PHRD evidence of teacher certification prior to any offer of employment by PHRD.



CTS BRIDGE TO TEACHER CERTIFICATION RETURN OF SERVICE AGREEMENT

- 5) In consideration of payment of the bursary to the Student, subject to section 14, the Student agrees to provide CTS teaching services within PHRD for a minimum of one year following completion of sixty-six (66) credits of the Program and an offer of employment by PHRD.
- 6) The Student agrees to reimburse PHRD the amount of the bursary advanced to date immediately upon demand by PHRD:
 - a) if the Student fails to complete the Program;
 - b) if the Student withdraws from the academic institution or is dismissed from the Program by the academic institution;
 - c) if the Student does not accept an offer of employment with PHRD, or resigns from PHRD or is terminated for cause by PHRD at any time during the term of this agreement.
- 7) The Student shall immediately notify PHRD in writing within seven days of any of the following:
 - a) a criminal conviction;
 - b) a reduction in course load of that normally expected of a student in the CTS Bridge to Teacher Certification Program as outlined in Schedule A;
 - c) a withdrawal from the Program; or
 - d) if the students fails a course.
- 8) PHRD may, in their absolute discretion, immediately require repayment by the Student of any or the entire bursary upon the happening of any of the events outlined in section 7(a) through (d), or failure by the Student to comply with any of the terms of this agreement.
- 9) If the Student fails a course within the Program, he/she will be expected to present a plan to address the problem in order to continue to participate in the Program. The Superintendent or designate will review the plan and determine in his/her sole discretion whether or not the Student will continue to be permitted to participate in the Program.
- 10) The Student shall immediately notify the University if the Student withdraws from a course(s) or from the Program. PHRD is not responsible for any expenses incurred by the Student to the University due to failure to notify.
- 11) The Student agrees to sign a promissory note, in the form attached hereto as Schedule "B".
- 12) During the Program, and prior to any offer of employment being made by PHRD to the Student, the Student shall not be entitled to any rights or benefits afforded to employees of PHRD.
- 13) In the event that the Student completes his/her Bachelor of Education degree and a CTS teaching position is not immediately available, PHRD will offer the Student an alternative teaching position within the Division. If the Student wishes to decline the position at that time, the Student will be required to repay 25 percent of the bursary.
- 14) Unless terminated earlier in accordance with the provisions of this agreement, the term of this agreement shall be from the effective date of this agreement up to and including the date upon which the Student has successfully completed a Bachelor of Education degree.
- 15) The Student and PHRD agree that this Agreement does not constitute and shall not be construed as constituting a contract of employment by PHRD to the student.



CTS BRIDGE TO TEACHER CERTIFICATION RETURN OF SERVICE AGREEMENT

- 16) The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.
- 17) This agreement may be amended from time to time by the mutual consent of the parties in writing.
- 18) A waiver of any breach of a provision hereof shall not be binding upon a party unless the waiver is in writing and the waiver shall not affect such party's rights with respect to any other or future breach.
- 19) This Agreement shall be construed and enforced according to the laws of the Province of Alberta and any dispute under this Agreement must be brought in this venue and no other.
- 20) If any term or condition of this contract is deemed to be invalid or unenforceable to any extent, the remaining terms and conditions shall not be affected thereby, and the remaining terms and conditions shall be valid and enforceable to the fullest extent permitted by law.
- 21) Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized over night delivery service:
- (a) to the Superintendent
Pembina Hills Regional Division No. 7
5310 – 49 Street
Barrhead AB
T7N 1P3
- (b) to the Student
- Name
Address
Town
Postal Code

Either party may change its address for service by notice in writing to the others given as aforesaid.

- 22) Subject to its terms, this agreement shall endure to the benefit of and be binding upon the parties hereto.



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IN WITNESS WHEREOF the Parties have executed this agreement effective the _____ day of _____, 20__.

**The Board of Trustees of
Pembina Hills Regional Division No. 7**

Witness

Per: Superintendent of Schools or Designate

Name of Student

Witness

Student



CTS BRIDGE TO TEACHER CERTIFICATION RETURN OF SERVICE AGREEMENT

SCHEDULE A

SCHEDULE OF LEARNING & FINANCIAL ASSISTANCE

PHRD will provide support to the Student in the amount of \$78, 000 to facilitate the Student completing a Bachelor of Education degree. The Schedule is as follows

	<u>Suggested Learning Plan</u>		<u>Bursary Payment Plan</u>	<u>Other Assistance</u>	
2010	December	<ul style="list-style-type: none"> Student submits high school transcripts, post-secondary transcripts (if any) and copy of Journeyman certificate for review by U of A Registrar's office. 			
2011	January to April	Student is Eligible to Register as a U of A student	Student needs to upgrade High School Courses		
		Student applies to the Faculty of Education for a May 2011 start.	Student upgrades any coursework necessary for admission to the University of Alberta (if student does not complete upgrading by May, must enroll as open studies for the Spring & Summer session)		
		Student is granted 30 credits for approved Journeyman certificate toward the 120 credits required for BEd			
	May	Student begins with <u>3 week course EDPY 200 - 3 credits.</u> (student may take another course at the same time for 3 more credits)		\$10,000	
	July	Student takes <u>3 week course EDU 250 - 3 credits</u> (student may take another course at the same time for 3 more credits)			
	August	Student enrolls in Fall/Winter session classes			
	September October	Student is enrolled in five courses at the U of A. Four of these courses are offered in the first <u>9 weeks</u> of the Fall 2011 term at the university.		\$25,000	
November December	<ul style="list-style-type: none"> The fifth Fall 2011 course is the first practicum and the student completes a <u>5 week - Introductory Professional Term (IPT)</u> field placement Upon successful completion of these five courses the student earns <u>15 credits in fall term</u> 				



CTS BRIDGE TO TEACHER CERTIFICATION RETURN OF SERVICE AGREEMENT

2012	January February	Student is enrolled in five courses at the U of A. Two of these courses are offered in the first <u>5 weeks</u> of the Winter 2012 term at the university.	\$25,000	
	March April	<ul style="list-style-type: none"> The remaining three Winter 2012 courses are the second practicum and the student completes a <u>9 week</u> - Advanced Professional Term (APT) field placement Upon successful completion of these five courses, the student earns <u>15 credits in winter term</u> 		
	May	<ul style="list-style-type: none"> Student obtains Letter of Authority authorizing them to teach in the cluster i.e. Welding TOTAL credits obtained to date = 66 credits Student enrolls in a Spring and Summer session to fulfill the major requirements for the degree. 	\$5,000	
	May - July	Student attend spring/summer session adding a minimum of 6 credits or a maximum of 12 credits		
	August September October November December	<ul style="list-style-type: none"> Student begins teaching in CTS cluster authorized by Letter of Authority Student continues course work toward BEd by online courses if available 	\$8,000	

	<u>Learning Plan</u>	<u>Bursary Payment Plan</u>	<u>Other Compensation</u>	
2013- Until 120 credits obtained	January February March April	<ul style="list-style-type: none"> Student continues teaching in CTS cluster authorized by Letter of Authority Student continues course work toward BEd by online courses if available (Student may choose to enroll in Summer sessions) 		
	July August	Student may attend spring/summer session adding a minimum of 3 credits or a maximum of 6 credits		
	August September October November December	<ul style="list-style-type: none"> Student continues teaching in CTS cluster authorized by Letter of Authority Student continues course work toward BEd <p><u>TOTAL CREDITS TO BE OBTAINED = 120 credits</u> = University of Alberta Bachelor of Education. Upon earning this degree, an <u>Interim Teaching Certificate will be issued by Alberta Education.</u></p>	\$5,000	



CTS BRIDGE TO TEACHER CERTIFICATION RETURN OF SERVICE AGREEMENT

SCHEDULE "B"

PROMISSORY NOTE

Re: CTS Bridge to Teacher Certification Bursary

Amount: \$ _____

Date of Issue: _____, 20__

To the order of: The Board of Trustees of Pembina Hills Regional Division No. 7, at Barrhead, Province of Alberta

In the event that conditions of the Return to Service Agreement have not been met, the undersigned, <insert Student Name>, promises to pay to The Board of Trustees of Pembina Hills Regional Division No. 7 or to the order of The Board of Trustees of Pembina Hills Regional Division No. 7, at Barrhead in the Province of Alberta, the principal sum of _____ Dollars (\$ _____) in lawful money of Canada, together with interest at the rate of 5% per annum, calculated from the date of demand of payment, with interest on overdue interest at the same rate.

The undersigned waives presentment, demand, notice of dishonour and protest or further notice of any kind and agrees that he/she shall remain liable in respect of this notice as if presentment, demand, notice of dishonour and protest had been duly made or given.

For value received.

Signature of <insert Student Name>