



PLEASE NOTE

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This document is *not* the official version of these regulations. The regulations and the amendments printed in the [Royal Gazette](#) should be consulted to determine the authoritative text of these regulations.

For more information concerning the history of these regulations, please see the [Table of Regulations](#).

If you find any errors or omissions in this consolidation, please notify the Legislative Counsel Office at (902) 368-4291 or by email to pmporter@gov.pe.ca.

CHAPTER S-2.1

SCHOOL ACT

REGULATIONS

Made by the Lieutenant Governor in Council under the *School Act*
R.S.P.E.I. 1988, Cap. S-2

PART I

TEACHERS

**DIVISION A - FORMS FOR TEACHERS AND SUPERVISORY
PERSONNEL**

1.01 The form of contracts for instructional personnel are as follows:

Form of contract
instructional
personnel

FORM 7A

Probationary Contract
(Instructional Personnel)

THIS AGREEMENT made this day of, 20.....

BETWEEN: School Board, a body corporate pursuant
to the *School Act* R.S.P.E.I. 1988, Cap. S-2.1 (hereinafter referred to as the "School Board")

AND:, of
.....

being a teacher who holds a valid instructional license (hereinafter referred to as the
"Teacher")

WHEREAS the School Board wishes to hire the Teacher;

AND WHEREAS the Teacher has agreed to work for the School Board on the terms and
conditions herein contained;

AND WHEREAS the School Board and its employees are subject to the Provisions of the
School Act and the regulations;

IN CONSIDERATION of these premises and of the agreed salary to be paid to the Teacher
pursuant to this agreement, the parties hereto agree as follows:

1. The School Board hereby employs the Teacher and the Teacher agrees to perform the
duties of a teacher for the School Board, as follows:

..... percentage of full-time.

2. This contract commences on and terminates on June
30 of the school year in which the teacher was hired or on,

whichever is earlier.

3. The salary rate payable and benefits for the Teacher shall be the salary rate and benefits for instructional personnel determined by the collective agreement for instructional personnel made pursuant to the Act.

4. This contract is subject at all times to the Teacher obtaining and continuing to hold an instructional license and further, this contract becomes void if the Teacher's instructional license is revoked under the Act.

5. The Teacher agrees to be diligent and faithful in the performance of the Teacher's duties during the period of employment, to abide by the Act and the regulations and to teach such subjects and to perform such duties as may be assigned by the School Board or the principal.

6. The Teacher agrees further that this contract is subject to the collective agreement.

7. Notwithstanding anything herein to the contrary, this contract may be terminated as provided in section 88 of the Act.

Signed, sealed and delivered by the Teacher and by the School Board as of the date above written.

School Board

Witness

.....

.....

Witness

Teacher

FORM 7B

Permanent Contract
(Instructional Personnel)

THIS AGREEMENT made this day of, 20.....

BETWEEN:..... School Board, a body corporate pursuant to the *School Act* R.S.P.E.I. 1988, Cap. S-2.1 (hereinafter referred to as the "School Board")

AND:

....., of
being a teacher who holds a valid instructional license (hereinafter referred to as the "Teacher")

WHEREAS the School Board wishes to hire the Teacher;
AND WHEREAS the Teacher has completed the probationary period required by the Act;
AND WHEREAS the Teacher has agreed to work for the School Board on the terms and conditions herein contained;
AND WHEREAS the School Board and its employees are subject to the provisions of the *School Act* and the regulations;
IN CONSIDERATION of these premises and of the agreed salary to be paid to the Teacher pursuant to this agreement, the parties hereto agree as follows:

1. The School Board hereby employs the Teacher and the Teacher agrees to perform the duties of a teacher for the School Board, as follows:
..... percentage of full-time.
2. This contract commences on and continues from school year to school year until terminated.
3. The salary rate payable and benefits for the Teacher shall be the salary rate and benefits for instructional personnel determined by the collective agreement for instructional personnel made pursuant to the Act.
4. This contract is subject at all times to the Teacher continuing to hold an instructional license and further, this contract becomes void if the Teacher's instructional license is revoked under the Act.
5. The Teacher agrees to be diligent and faithful in the performance of the Teacher's duties during the period of employment, to abide by the Act and the regulations and to teach such subjects and to perform such duties as may be assigned by the School Board or the principal.
6. The Teacher agrees further that this contract is subject to the collective agreement.
7. Notwithstanding anything herein to the contrary, this contract may be terminated as provided in section 88 of the Act.

Signed, sealed and delivered by the Teacher and by the School Board as of the date above written.

School Board

Witness

Witness

Teacher

FORM 7C

Fixed Term Contract
(Instructional Personnel)

THIS AGREEMENT made this day of, 20.....

BETWEEN:School Board, a body corporate pursuant to the
School Act R.S.P.E.I. 1988, Cap. S-2.1(hereinafter referred to as the "School Board")

AND:, of

.....
being a teacher who holds a valid instructional license (hereinafter referred to as the
"Teacher")

WHEREAS the School Board wishes to hire the Teacher;

AND WHEREAS the Teacher has agreed to work for the School Board on the terms and
conditions herein contained;

AND WHEREAS the School Board and its employees are subject to the provisions of the
School Act and the regulations;

IN CONSIDERATION of these premises and of the agreed salary to be paid to the Teacher
pursuant to this agreement, the parties hereto agree as follows:

1. The School Board hereby employs the Teacher and the Teacher agrees to perform the
duties of a teacher for the School Board, as follows:

..... percentage of full-time.

2. This contract commences on and ends on
.....

3. The salary rate payable and benefits for the Teacher shall be the salary rate and benefits
for instructional personnel determined by the collective agreement for instructional
personnel made pursuant to the Act.

4. This contract is subject at all times to the Teacher obtaining and continuing to hold an
instructional license and further, this contract becomes void if the Teacher's instructional
license is revoked under the Act.

5. The Teacher agrees to be diligent and faithful in the performance of the Teacher's duties
during the period of employment, to abide by the Act and the regulations and to teach such
subjects and to perform such duties as may be assigned by the School Board or by the
principal.

6. The Teacher agrees further that this contract is subject to the collective agreement.

7. Notwithstanding anything herein to the contrary, this contract may be terminated as
provided in section 88 of the Act.

Signed, sealed and delivered by the Teacher and by the School Board as of the date above
written.

School Board

.....
Witness

Witness

.....
Teacher

FORM 7D

Supervisory Contract
(Instructional Personnel)

THIS AGREEMENT made this day of, 20.....

BETWEEN: School Board, a body corporate pursuant to the *School Act* R.S.P.E.I. 1988, Cap. S-2.1(hereinafter referred to as the "School Board")

AND:, being a person who holds or qualifies to hold an instructional license (hereinafter referred to as the "Supervisory Employee")

WHEREAS the School Board wishes to hire the Supervisory Employee;

AND WHEREAS the Supervisory Employee has agreed to work for the School Board on the terms and conditions herein contained;

AND WHEREAS the School Board and its employees are subject to the provisions of the *School Act* and the regulations;

IN CONSIDERATION of these premises and of the agreed salary to be paid to the Supervisory Employee pursuant to this agreement, the parties hereto agree as follows:

1. The School Board hereby employs the Supervisory Employee and the Supervisory Employee agrees to perform the duties of for the School Board.
2. This contract commences on and terminates on June 30 of the school year in which the Supervisory Employee was hired or on in accordance with section 97.1 of the Act, whichever is later.
3. The salary rate payable and benefits for the Supervisory Employee shall be the salary rate and benefits for supervisory personnel determined by the Minister pursuant to subsection 6(2) of the Act.
4. This contract is subject at all times to the Supervisory Employee continuing to hold an instructional license or being qualified to hold such a license, and further, this agreement becomes void if the Supervisory Employee's instructional license is revoked under the Act or such qualifications are no longer applicable to the Supervisory Employee.
5. The Supervisory Employee agrees to be diligent and faithful in the performance of the Supervisory Employee's duties during the period of employment, to abide by the Act and the regulations and to perform such duties as may be assigned by the School Board.
6. Notwithstanding anything herein to the contrary, this contract may be terminated before expiry by mutual agreement of the parties, or by the School Board for cause, unsatisfactory service or where the position is abolished.

Signed, sealed and delivered by the Supervisory Employee and by the School Board as of the date above written.

School Board

Witness

Witness

Supervisory Employee

1.02 and 1.03 revoked by EC411/95

1.04 to 1.14 revoked by EC482/98

1.07, 1.09 (e) revoked by EC559/92

1.15 revoked by EC1149/81

1.16 revoked by EC481/98

1.17 and 1.18 revoked by EC712/89

1.19 to 1.77 revoked by EC481/98

1.78 and 1.79 revoked by EC35/92

1.80 to 1.83 revoked by EC481/98

2.01, FORMS 8A and 8C revoked by EC479/98

FORM 8C Revoked by EC479/98
(EC498/83; 466/88; 411/95; 479/98)

2.02 to 2.34 revoked by EC466/88

3.01 to 3.35 revoked by EC225/96 No wrong EC#

4.01 to 4.40 revoked by EC485/98

5.01 to 5.09 revoked by EC 674/76

5.10 to 5.21 revoked by EC539/95

5.22 and 5.23 revoked by EC 308/94

5.24 to 5.27 revoked by EC479/98

5.28 to 5.31 revoked by EC69/96

5.32 revoked by EC225/96

5.33 to 5.35 revoked by EC 479/98

6.01 to 6.13 revoked by EC480/98

Part III, 6.04 and 6.06 revoked by EC225/96

FORM 8B

Supervisory Contract
(Non-Instructional Personnel)

THIS AGREEMENT made this day of, 20.....

BETWEEN: School Board, a body corporate pursuant to the *School Act* R.S.P.E.I. 1988, Cap. S-2 .1 (hereinafter referred to as the "School Board")

AND: of (hereinafter referred to as the "Supervisory Employee")

WHEREAS the School Board wishes to hire the Supervisory Employee;
AND WHEREAS the Supervisory Employee has agreed to work for the School Board on the terms and conditions herein contained;
AND WHEREAS the School Board and its employees are subject to the provisions of the *School Act* and the regulations;

IN CONSIDERATION of these premises and of the agreed salary to be paid to the Supervisory Employee pursuant to this agreement, the parties hereto agree as follows:

1. The School Board hereby employs the Supervisory Employee and the Supervisory Employee agrees to perform the duties of for the School Board as follows:
..... percentage of full time.
2. This contract commences on and terminates on June 30 of the school year in which the Supervisory Employee was hired or on, in accordance with section 109.1 of the Act, whichever is later.
3. The salary rate payable and benefits for the Supervisory Employee shall be the salary rate and benefits for supervisory non-instructional personnel as determined by the Minister in accordance with subsection 6(2) of the Act.
4. This contract is subject at all times to the Supervisory Employee continuing to hold the necessary qualifications required at the time of hiring and further that this contract becomes void if the Supervisory Employee ceases to hold such qualifications.
5. The Supervisory Employee agrees to be diligent and faithful in the performance of the Supervisory Employee's duties during the period of employment, to abide by the Act and the regulations and to perform such duties as may be assigned by the School Board.
6. Notwithstanding anything herein to the contrary, this contract may be terminated before expiry by mutual agreement of the parties, or by the school board for cause, unsatisfactory service or where the position is abolished.

Signed, sealed and delivered by the Supervisory Employee and by the School Board as of the date above written.

School Board

.....
Witness

.....
Witness Employee