

**SCHEDULE "A"**

**LEAVE OF ABSENCE AND DEFERRED COMPENSATION PLAN**

**MEMORANDUM OF AGREEMENT**

I have read all the terms and conditions of the Agreement between the Hanover School Division and Hanover Teachers' Association, setting up the leave of absence and Deferred Compensation Plan. I understand same and I agree to and adopt said terms and provisions. I confirm that I have read Clause 3.4 of the Plan and in accordance with the provisions of that clause (and for valuable consideration the receipt and sufficiency of which I hereby acknowledge), I irrevocably release the Division, the Association, the Manitoba Association of School Trustees, and the Manitoba Teachers' Society from any liability in connection with any loss or damage suffered as a result of any act of omission or commission regarding the investment, administration or management of the Fund (except for loss or damage occasioned by willful misconduct) including, without restricting the generality of the foregoing, any loss suffered in respect to any investment made by the Fund.

I further specifically confirm that I have read Clause 3.6 of the Plan and I agree that the annual interest and investment earnings allocated to my Participant's Account shall be considered as having been paid out and recontributed by me on December 31 each year pending the cash distribution of same to me no later than March 31 of the following year.

**1. ENROLLMENT DATE**

My enrollment in the Plan shall become effective commencing September 1, \_\_\_\_\_.

**2. YEAR OF LEAVE**

I shall take my Leave of Absence from \_\_\_\_\_ to \_\_\_\_\_, but I shall have the right in accordance with Clause 4.5 to request postponement of such leave for a maximum of one school year and in accordance with Clause 4.4 the Division may postpone the leave for one school year, provided that this will not result in the Deferral Period exceeding six years from the date in which the deferrals for the Leave of Absence commence.

**3. RETURN AFTER LEAVE**

I undertake to return to employment with the Division or as otherwise permitted in Clause 4.7 after the Leave of Absence for a period that is not less than the Leave of Absence and that my position will be as determined pursuant to Clause 4.7.

**4. FUNDING OF LEAVE OF ABSENCE**

In accordance with Clause 3.1, I direct that the percentage of Current Compensation Amount as set out below be deferred in equal installments from each pay period, for the following school years:

First Year	_____ %	Fourth Year	_____ %
Second Year	_____ %	Fifth Year	_____ %
Third Year	_____ %	Sixth Year	_____ %

I understand that I may give written notice to the Division prior to September 1, in any year to alter the percentage to be deferred in accordance with Clause 3.1 for the subsequent school year. However, in accordance with Clause 3.2, in no event shall the maximum percentage of Current Compensation Amount deferred in any one calendar year exceed 33 1/3%.

Note: The Schedule in 4 above is to be completed for the school year(s) up to the school year in which the Leave of Absence is to commence as specified in 2 above.

NAME: \_\_\_\_\_ SCHOOL: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Teacher Signature

AGREED TO BY THE DIVISION

DATE: \_\_\_\_\_

\_\_\_\_\_  
Secretary-Treasurer