

Register and Visitor's Book to be provided by Trustees.

Union of Common with Grammar Schools.

Personal responsibility of Trustees in case of neglect of duty.

Penalty on Trustees for delaying their Annual Report.

Agreements with teachers not valid in certain cases.

Liability of persons sending children from other sections than the one in which they reside; how regulated.

Such attendance, how reported.

Exception in certain cases.

VII. And be it enacted, That the Trustees of each School Section shall see that each School under their charge is, at all times, duly provided with a Register and Visitor's Book, in the form prepared according to law.

VIII. And be it enacted, That the Trustees of each School Section shall have authority to take such steps as they may judge expedient to unite their School with any public Grammar School, which shall be situate within or adjacent to the limits of their School Section.

IX. And be it enacted, That the Trustees of each School Section, shall be personally responsible for the amount of any School moneys which shall be forfeited and lost to such School Section during the period of their continuance in office, in consequence of their neglect of duty; and the amount thus forfeited or lost shall be collected and applied in the manner provided by the ninth section of the said Upper Canada School Act of 1850, for the collection and application of the fines imposed by the said section.*

X. And be it enacted, That the Trustees of each School section shall each personally forfeit the sum of One Pound Five Shillings for each and every week that they shall neglect, after the thirty-first day of January in each year, to prepare and forward to their local Superintendent of Schools, their School Report, as required by law, for the year ending the thirty-first of December immediately preceding; and which sum or sums thus forfeited, shall be sued for by such local Superintendent, and collected and applied in the manner provided by the ninth section of the said Upper Canada School Act of 1850.

XI. And be it enacted, That no agreement between Trustees and a Teacher in any School Section, made between the first of October and the second Wednesday in January, shall be valid or binding on either party after the second Wednesday in January then next, unless such agreement shall have been signed by the two Trustees of such School Section, whose period of office shall extend to one year beyond the second Wednesday of January, after the signing of such agreement.†

XII. And be it enacted, That any person residing in one School Section, and sending a child or children to the School of a neighboring School Section, shall nevertheless be liable for payment of all rates assessed for the School purposes of the Section in which he resides, the same as if he sent his child or children to the School of such Section; and such child or children shall not be returned as attending any other than the School of the Section in which the parents or guardians of such child or children reside; but this clause shall not be held to apply to persons sending children to or supporting separate schools, or to prevent any person who may be taxed for Common School purposes on property situate in a different School Section from that in which he resides, from sending his children to the School of the Section in which such property may be situate, on as favorable terms as if he resided in such Section.

XIII. And be it enacted, That no rate shall be imposed upon the inhabitants of any School Section according to the whole number of children, or to the number of children of legal school age, residing in such section; but all the School expenses of such section shall be provided for by any or all of the three authorized methods of voluntary subscription, rate-bill for each pupil attending the School, or by rate upon property: Provided always, that no rate-bill shall be imposed exceeding One Shilling and Three Pence per month for each pupil attending the School.

LOCAL SUPERINTENDENTS.

XIV. And be it enacted, That any person who has been or may be appointed Local Superintendent of Schools, shall continue in office (unless he resigns or is removed from office for neglect of duty, improper conduct, or incompetency) until the first day of April of the year following that of his appointment: Provided always, that no Local Superintendent shall be a Teacher or Trustee of any Common School during the period of his being in office: Provided, secondly, that no Local Superintendent shall be required unless he shall judge it expedient (except with a view to the adjustment of disputes), or unless directed to do so by the Municipality appointing him, to make more than two official visits to each School Section under his charge, one of which visits shall be made some time between the first of April and the first of October, and the other sometime between the first of October and the first of April: Provided, thirdly, that the Local Superintendents of adjoining Townships shall have authority and are hereby required to determine the sum or sums which shall be payable from the School apportionment and assessment of each Township in support of Schools of Union School Sections consisting of portions of such Townships; and they shall also determine the manner in which such sum or sums shall be paid: Provided, fourthly, that in the event of one person being Local Superintendent of both of the Townships concerned, he shall act in behalf of such Townships; and in the event of the Local Superintendents of Townships thus concerned not being able to agree as to the sum or sums to be paid to each such Township, the matter shall be referred to the Warden of the County or Union of Counties for final decision: Provided, fifthly, that each Local Superintendent of Schools shall have authority to appoint the time and place of a Special School Section Meeting, at any time and for any lawful purpose, should he deem it expedient to do so: Provided, sixthly, that each Local Superintendent of Schools shall have authority, within twenty days after any meeting for the Election of Common School Section Trustees within the limits of his charge, to receive and investigate any complaint respecting the mode of conducting such Election, and to confirm it or set it aside, and appoint the time and place of a new Election, as he shall judge right and proper: Provided, seventhly, that each Local Superintendent shall have authority, on due examination (according to the programme authorized by law for the examination of Teachers), to give any candidate a certificate of qualification to teach a School within the limits of the charge of such Local Superintendent, until the next ensuing meeting (and no longer) of the County Board of Public Instruction of which such Local Superintendent is a Member; but no such certificate of qualification shall be given a second time, or shall be valid, if given a second time to the same person in the same County: Provided, eighthly, that in the event of a Local Superintendent of Schools resigning his office, the Warden of the County or Union of Counties within such Superintendent shall have held office, shall have authority, if he shall deem it expedient, to appoint a fit and proper person to the office thus vacated until the next ensuing meeting of the Council of such County or Union of Counties.

No rate per capita shall be imposed upon children.

How school expenses shall be provided.

No rate-bill shall exceed 1s. 3d. per month.

Local Supts. to continue in office till April or longer.

1st Proviso. Shall not be a Teacher or Trustee.

Powers and obligations.

2d Proviso—Reporting to Visits.

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3d Proviso—Apportionment to Union Schools.

4th Proviso.

5th Proviso—Special School Section Meetings.

6th Proviso—Investigating Election Complaints.

7th Proviso—Special and limited certificates to Teachers.

8th Proviso—Warden may fill vacancy in office of Local Supt.

* See pamphlet edition of the Act of 1850, page 10.

† All agreements between trustees and a teacher should be signed by at least two of the trustees, and the teacher; and must have the corporate seal of the section attached to it otherwise the trustees may be made personally responsible for the fulfillment of their agreement, should they be sued by the teacher. It should also be entered in the trustees' book, and a copy of it given to the teacher. The trustees being a corporation, their agreement with their teacher is binding on their successors in office, if made in accordance with the foregoing section; and should they refuse or wilfully neglect to exercise the corporate powers vested on them, they would be personally liable for the amount due a teacher—see sixteenth clause of the twelfth section of the School Act of 1851. As to the mode of settling disputes between trustees and a teacher, see the seventeenth section of the Act of 1850, (pamphlet edition, page 18), in connection with the fifteenth section of this Act.

* See pamphlet edition of the Act of 1850, pp. 101-103.