

LETTER OF UNDERSTANDING

BETWEEN

THE BOARD OF SCHOOL TRUSTEES
SCHOOLS DISTRICT NO 63. (SAANICH)

AND

SAANICH TEACHERS' ASSOCIATION

SIDES Summer Programs 2020 and 2021

This letter is without prejudice and without precedent to this and any other school district and will only be renewed by the consent of the parties. This letter will be reviewed by the parties on or before January 31, 2022.

The parties to the Collective Agreement agree that the South Island Distance Education School (SIDES) may offer the continuation of regular school year course offerings and support during the 2020 and 2021 summer periods.

The work of SIDES teachers during the summer months shall be governed by all the terms and conditions of the Collective Agreement, including Article B.38: Work Outside the School Year; Article D.14: Regular Work Year; and/or as specified in this letter. This letter does not designate SIDES teachers as twelve-month employees beyond the provisions of Article B.38: Work Outside the School Year.

A. Continuation of Regular School Year Courses, Counselling and Teacher-Tutoring Support in the summer periods of 2020 and 2021:

1. Summer continuation of regular school-year courses will apply to continuous entry grade 9–12 courses only.
2. The level of service and appropriate staffing for Instruction, Counselling and for Teacher-Tutoring Support required in the summer periods of 2020 and 2021 will be determined by administration and will be communicated to all staff no later than April 30 of each year.
3. The courses chosen by administration for summer continuation will be organized within SIDES' departmental structure where appropriate. Department coverage will be determined at a base rate of 38% of the department FTE at the time of calculation with the possibility of variation dependent upon such factors as student enrollment, course activity, and availability of qualified teaching staff to cover courses within the context of a subject/department structure (e.g. Science, English Language Arts, etc.).
 - i. The formula for determining coverage will depend on whether summer continuation is covered by a department or whether it is for a stand-alone course.
 - ii. Teachers offering summer continuation of courses will be required to provide course support only (Instruction, Assessment/Evaluation and, where applicable, Teacher-Tutoring Support).

- iii. An assignment for summer continuation of courses may include a combination of courses in the interest of creating teacher workloads comparable to those workloads in the September – June schedule.
 - iv. Parents and students will be informed that summer continuation of courses will be on a limited support basis.
 4. The teacher for the summer assignment will be selected from the following in the order specified:
 - i. Continuing SIDES teachers within the department, in decreasing seniority order
 - ii. Qualified continuing SIDES teachers from other departments, in decreasing seniority order
 - iii. Qualified SIDES teachers whose temporary contracts within the department have ended this year, in decreasing seniority order
 - iv. Qualified SIDES teachers whose temporary contracts from other departments have ended this year, in decreasing seniority order
 - v. By district posting under Article E.14
 5. A SIDES teacher who volunteers to work beyond the regular school year, pursuant to Article B.38: Work Outside the School Year and section 4 i through iv above, will be provided with two compensatory options for the additional time worked:
 - i. If time in lieu is chosen by the teacher, the scheduling of that time will be arranged with and approved by SIDES administration.
 - ii. If pay is chosen by the teacher, payment for the course will occur at least once each calendar month during the summer with appropriate deductions for pension, income tax, union dues, SIP, and other statutory deductions.
 6. A teacher (SIDES or otherwise) successful on a district posting for a summer contract at SIDES will be provided with payment for the summer contract and will not be entitled to time in lieu.

B. Other provisions of the collective agreement:

1. SIDES teachers who are interested and successful in obtaining a summer assignment through the process outlined in section 4.i through iv above will not be permitted to work in excess of nineteen (19) days. However, work that is not defined as summer continuation of regular school year courses and is not specific to the usual assignment, such as but not limited to course development, will be considered distinct therefore SIDES teachers may be permitted to work in excess of nineteen (19) days under these circumstances.
2. Pursuant to Article C.2.5: Seniority, no teacher can accrue more than 1.0 year of seniority credit in one school year. If, however, a teacher works in a SIDES summer

contract, and they do not accrue 1.0 seniority for the following school year, they will accrue seniority credit pursuant to Article C.2.4 and C.2.7 for the summer contract to a maximum of 1.0 for the year.

3. Wages associated with a SIDES summer contract are pensionable (subject to Teachers' Pension Plan regulations) and the time worked will attract appropriate experience credit and sick leave accrual.

C. Statutory Holidays during summer months:

1. It is agreed that Article B.31.2 will not apply to this letter of understanding.

D. Evaluation provisions of the collective agreement:

1. No teacher will undergo an evaluation of teaching during the summer periods in 2020 and 2021.

Agreed and signed by:


Saanich Teachers' Association


Saanich School District

January 14th, 2020
Date

January 14, 2020
Date