

Recommendation Report

Date: December 20, 2023 Agenda Item: 7.1

To: Board of Trustees

From: Shawna Warren, Superintendent

Originator(s): Lisa Lacroix, Associate Superintendent, Human Resources

Policy 221: Role of the Trustee **Governance Policy:**

Assurance Domain: Governance

Superintendent Leadership Quality Standard (SLQS)

SLQS Competencies (SLQS / Board Policy 700):

School Authority Operations and Resources

Supporting Effective Governance

Subject: Memorandum of Agreement Between Sturgeon Public

Schools and The Alberta Teachers' Association

Purpose:

For approval. Motion required.

Recommended Motion:

THAT the Board of Trustees approve the Memorandum of Agreement Between Sturgeon Public Schools and The Alberta Teachers' Association as presented at the December 20, 2023, Public Board meeting.

Background:

Please find below a summary of the proposed changes with detailed wording contained in the attachment:

Service outside of Operational Days (3.8)

 Teachers directed to work outside the operational school year shall be compensated 1/200th of their annual salary per full day or 1/400th for half day.

Paid Leave for Principals and Vice Principals (4.7.1 and 4.7.2):

- Principals: three (3) paid leave days per school year.
- Vice Principals: two (2) paid leave days per school year.

Administrative Allowance Responsibilities (4.7.3):

Acknowledges professional responsibility for site operationality on the opening day.

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 Allows flexibility in developing a schedule for administrators with schools open before the school year with submission to the Superintendent or designate.

Substitute Teacher Booking System (5.6):

• Division commits to maintaining a reliable system for booking substitute teachers.

Job Share Initiative (6.5):

Division maintains a list of teachers expressing an interest in job sharing.

Temporary Leave of Absence (12.2.1):

 Central Office may grant a temporary leave of absence, with pay, due to unsafe road conditions.

Communication of External Postings (16.7):

 All positions for the new school year are posted externally and communicated to currently employed teachers with an active Division email account.

Letter of Understanding XX - Professional Development for Substitute Teachers:

 Substitute teachers with 50 or more full days in 2023/24, who have attended one school based professional development day, may receive one full day of substitute teacher salary provided they have been granted permission to attend by the Principal.

Letter of Understanding X - Distributed Education Conditions of Practice:

- Information provided to the Association before June 30th, 2024, for Morinville Learning Center, Sturgeon Learning Center, and Sturgeon Public Virtual Academy includes:
 - Number of students, credits, courses, or subject areas a teacher may be assigned.
 - Amount of course design and development expected.
 - Class composition and complexity.
 - Amount of non-instructional time for teachers.
 - Processes for incomplete courses.
 - o Processes and timing for enrolling students in courses or programs.



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Administration is prepared to respond to questions at the December 20, 2023, Public Board meeting.

Attachment(s):

1. Memorandum of Agreement between Sturgeon Public Schools and The Alberta Teachers' Association

Memorandum of Agreement

Between

Sturgeon Public Schools

And

The Alberta Teachers' Association

The above parties hereby agree that the following constitutes mutual agreement between parties and to recommend acceptance to their principals:

- 3.8 Service Outside of Operational Days

 Teachers who are directed to work (at the request of the superintendent or designate) outside of operational days will be compensated at 1/200th of their annual salary per full day of work, or 1/400th per half day (three (3) hours or less).
 - 4.7.1 School-based principals will be granted two three (3) paid leave days per school year, at a time mutually agreeable to the Superintendent or designate. Failing agreement about whether the dates are mutually agreeable to the principals and Superintendent, the Employer shall pay out the unused paid leave days at 1/200th of the principal's annual salary and allowance by the end of June each year.
 - 4.7.2 School-based vice principals will be granted one two (2) paid leave days per school year, at a time mutually agreeable to the Superintendent or designate. Failing agreement about whether the dates are mutually agreeable to the vice principals and Superintendent, the Employer shall pay out the unused paid leave days at 1/200th of the vice principal's annual salary and allowance by the end of June each year.
 - 4.7.3 Those in receipt of an administrative allowance acknowledge that it is their professional responsibility to have their sites operational on the opening day of each school year. Where schools are open prior to the school year, administrators can develop, with their leadership team, a flexible schedule for their own presence at school. The schedule shall be submitted to the Superintendent or designate.
 - 5.4.1 Notwithstanding 5.4, every effort shall be made by the school administrator not to assign supervision before the first period of the school day on the first day of an assignment.

- 5.5.3. When a substitute teacher is booked, every effort shall be made by the school administrator to follow the schedule, including unassigned time and supervision, of the absent teacher that they are booked to replace.
 - 5.5.3.1 Where the substitute teacher is paid for time in excess of the absent teacher's assignment, the school administrator may assign duties to the substitute for the remainder of the paid time.
 - 5.5.3.2 In the event of an unfilled absence and when the Division has made attempts to fill the absence, the school administrator is permitted to assign duties to the substitute teacher during the absent teacher's unassigned timed.
- 5.6 The Division will maintain a reliable system for booking substitute teachers.
- 6.5 The Division shall maintain a list of teachers who actively express an interest in participating in a job share.
 - 12.2.1 The Division's Central Office shall grant a temporary leave of absence, with pay, to a teacher who, upon making a reasonable effort to reach the teacher's place of employment, encounters a delay in reaching work due to unsafe road or public highway conditions. Teachers who have been granted such leave will advise their principal.
- All positions for the new school year that are posted externally will be communicated to all currently employed teachers with an active Division email account.

Pilot Project - Professional Development for Substitute Teachers.

Any substitute teacher who works fifty (50) or more full substitute teaching days in each of the 2023/24 and 2024/25 school years, and having attended at least one (1) full school professional development day in the school year with the principal's approval, shall receive one (1) full day of substitute teacher salary for one (1) professional development day attended.

The duration of this pilot project will be a minimum of two years.

Pilot Project - Distributed Education Conditions of Practice

The Division will provide to the Association, regarding the Morinville Learning Center, Sturgeon Learning Center, and Sturgeon Public Virtual Academy, for a minimum of two (2) school years, the following:

- a. the number of students, credits, courses or subject areas a teacher may be assigned;
- b. the amount of course design and development expected of a teacher;
- c. class composition and complexity in the distributed education environment;
- d. the amount of non-instructional time that may be assigned to distributed education teachers;
- e. the processes and considerations when students do not complete the attempted course;
- f. the processes and timing for enrolling students in courses or programs.

The information collected will be provided to the Association prior to June 30th.

No other amendments to the current agreement except those included in this document.

IN WITNESS WHEREOF the parties have executed this memorandum of agreement on this 16 day of October, 2023.

Tasha Oatway McLay (Trustee)

Meagan Kuik

Tara Kieser

Darla Clark

Kari Morgan

James Gerun (ATA)