

MEMORANDUM OF AGREEMENT

The Calgary Board of Education

and

The Alberta Teachers' Association

The parties herein agree to the terms of this Memorandum as constituting full settlement of all issues between the parties. Unless otherwise specified, changes to terms and conditions will be effective on the first of the month following ratification.

The undersigned representatives of the parties do hereby agree to recommend acceptance to their respective principals of the following changes to the Collective Agreement between the above-noted parties.

Housekeeping

1. **Effective dates:** Remove irrelevant effective/expiry dates and ensure that amendments to the 2020-2024 Collective Agreement agreed to during local bargaining have the necessary effective date(s).
2. **Housekeeping matters:** Amend the term on the cover page and footer, update the table of contents, remove expired articles and/or letters of understanding, and update the signature page.
3. **Central provisions:** Incorporate central terms into the 2020-2024 Collective Agreement.
4. Other housekeeping adjustments as follows:

1.2.

Excluded Positions

1.2.1. *Superintendent(s)*

1.2.2. *Director(s)*

1.2.3. *Coordinator(s), Staffing*

~~1.2.4. *Coordinator, Policy*~~

- Remove references to vice-principals in the agreement (Clause 2.8.2.5, 4.2.5, 4.6.1)

A. TEACHER COMPENSATION

- 3.2.3 **Effective September 1, 2024, a teacher, upon achieving twenty-five (25) and thirty (30) years of service with the Division, shall be granted one (1) day leave with pay, to be taken within the school year of achieving their twenty-fifth (25th) or thirtieth (30th) year of service. This day will have no payout nor carry over option available. Substitute teacher coverage will be provided for this day, if required.**

- 3.7.1 **Teachers** employed on an hourly basis shall be paid **\$72.66 per hour**. ~~the following hourly rates:~~
- a) ~~Teachers who have less than five (5) years of continuous years of employment with the School Division shall receive four percent (4%) vacation pay added to the hourly amount. Teachers who have~~
 - b) ~~Five (5) or more continuous years of employment with the School Division shall receive six percent (6%) vacation pay.~~
 - c) ~~Five (5) years or more continuous employment [at Chinook Learning Services] means one (1) course taught in each of two (2) semesters each year for five (5) years or more.~~

Basic Rate	With 4% Vacation Pay	With 6% Vacation Pay
66.05	68.68	70.01

- 3.7.2 The Association and the School Division agree that, except for Articles 3.7 and **15 46** this Agreement shall not apply to teachers who are paid at an hourly rate.
- 3.7.3 The School Division agrees to pay one (1) hour, at the regular rate, for each full block of fifteen (15) hours instructional time, or prorated part thereof, served by such teachers in the employ of the School Division. This is unassigned time in recognition of non-instructional duties.
- 3.7.4 Teachers designated as a summer school administrator shall be paid a sum of ~~four hundred fifty one dollars and ten cents (\$451.10)~~ **four hundred sixty-eight dollars and twenty cents (\$468.20)** for each day worked.

B. GROUP INSURANCE

- 7.4.2.2 Where, as a result of maintaining order and discipline among students, a teacher suffers damage or destruction, to clothing, eye glasses, **personal electronic devices**, or personal property **being used in the workplace in the course of employment duties**, the teacher shall be entitled to receive reasonable compensation for financial losses incurred. The School Division shall determine the amount of compensation, upon being provided with such documentation as may be required.

- 7.4.2.3 A rehabilitation program (~~Coordinated Assistance and Rehabilitation for Employee Support - CARES~~ **coordinated through the Employee Health Resource Centre**) is offered by the School Division. Teacher participation is voluntary.

C. SUBSTITUTE TEACHERS

- 5.3.8 **Each substitute teacher on the substitute roster who has worked eighteen (18) equivalent days by December 31 of each year shall be provided with a payment**

of one half of the daily rate identified in 5.1.1 in recognition of time spent completing mandatory division-assigned safety training.

5.3.10 A substitute shall be retained on the sub roster in the subsequent school year provided that they serve a minimum of forty (40) days in the current school year.

5.5 Substitute teachers who incur expenses for parking at any of their assigned worksites shall have their parking costs reimbursed by the Division.

Letter of Understanding on Substitute Cancellation

Cancelled job assignments with short notice have negative consequences on both teachers and substitute teachers. The Division and ATA Local 38, working through the Liaison Committee, will discuss and review the type, frequency, and party responsible for cancellations to determine potential strategies, processes, and possible recommendations to address if necessary.

Letter of Understanding on Substitute Teacher Roster

The Association and the Division shall form a committee to review the practices and processes whereby substitute teachers get on, stay on and are removed from the Division's Substitute Teacher Roster.

D. ADMINISTRATORS

4.2.6 Teachers and **Principals** who serve concurrently in two (2) or more schools not located on the same campus shall receive in addition to their applicable regular salaries, an allowance of one thousand two hundred and ~~thirty-five~~ **eighty-two** dollars (\$1,282~~35~~). **This allowance does not apply to Consultants, Specialists, Strategists, System Principals, or System Assistant Principals.**

4.4.1 A teacher who is appointed to the responsibilities of a position with an administrative allowance for more than ~~five (5)~~ **four (4)** consecutive school days shall be paid the administrative allowance of the appointed position for the duration of the acting assignment.

4.5.10 Non-Renewal Positions: Specialists, Consultants and Strategists are appointed on the basis of a **minimum of** three (3) year term appointments which may be extended in

~~exceptional circumstances~~ by the Superintendent of Human Resources or delegated authority for additional periods of time mutually agreeable to both parties. Teachers appointed to a continuing designation as Specialist prior to December 18, 2007, will maintain their designation. Teachers appointed to a continuing designation as Strategist prior to the ratification of this agreement will maintain their designation.

~~4.3.1. No decrease shall hereafter be made in the salary of a Principal in consequence of a reduction in the staff of their school, if such Principal has been employed continuously in the service of the School Division for a period of not less than twenty (20) years, nor, in other cases, until such time as it appears to the satisfaction of the School Division that such reduction is likely to be of considerable duration.~~

~~4.3.2. No teacher shall suffer a loss of salary and administrative allowance(s) due only to any reorganization or School Division initiated transfer taking place during the currency of this agreement. If an administrative appointment is terminated as a result of a reorganization, the salary and allowances of the affected teacher shall be red circled for a period of up to three (3) years from the date of reorganization.~~

~~4.3.3. Red circling or School Division initiated transfer means the maintenance of the teacher's salary and allowance(s) prior to the reorganization or School Division initiated transfer until such time as the teacher's salary and applicable allowance(s) under the collective agreement exceed the red circled amount or the expiry of three (3) years, whichever occurs first.~~

4.3.1 If a teacher's administrative allowance would be reduced or terminated as a result of a reorganization, School Division initiated transfer, or the operation of clause 4.2.1, the reduction shall not take effect for three (3) years.

4.3.2 If a teacher's administrative allowance would be reduced or discontinued as a result of a voluntary application on a position, red circling will not apply and adjustments to the administrative allowance will have immediate effect.

4.6.3.1 Principals will be granted ~~two (2)~~ three (3) lieu day(s) per school year, to be taken prior to June 30 of each year, at a time mutually agreeable to the principal and the superintendent or designate.

4.6.3.2 Assistant principals will be granted ~~one (1)~~ two (2) lieu day(s) per school year, to be taken prior to June 30 of each year at a time mutually agreeable to the assistant principal and superintendent or designate.

E. LEAVES OF ABSENCE

14.2.3. A general discretionary leave may be extended for an additional period upon written application by the teacher and upon approval by the Superintendent of Human Resources or delegated authority. Requests to extend a general discretionary leave of absence shall be submitted by ~~February 15th~~ **March 15th** of the school year of the general discretionary leave.

F. STRUCTURE

1.10.2 Liaison Committee:

1.10.2.1 The teachers recognize the right and responsibility of the School Division to formulate policy. The School Division agrees that it will not make changes in present working conditions which are not covered in this Agreement without first having the matter considered by the committee constituted by this Clause. This committee shall also consider matters designed to improve the teaching and learning situation or other matters of interest or concern, **which may include the discussion of cultural provisions as related to the school calendar.**

G. EMPLOYMENT

16.1 Teachers who are assigned by Calgary School Division (Division) to multiple locations as part of their job allocation will be eligible to claim travel expenses on the same basis as other eligible employees of the Division.

16.2 The School Division agrees that available, unserviced parking will be assigned to teachers without charge.

Renumber Information and Files and amend as follows:

16.3.1 Upon request, all new appointees to the teaching staff shall submit:

16.3.1.1 A valid Alberta teaching certificate or letter of authority

16.3.1.2 Criminal record and vulnerable sector checks

16.3.1.32 A birth certificate

16.3.1.43 A medical certificate of sound health on a form provided by the Chief Superintendent of Schools or delegated authority

16.3.1.54 Proof of previous teaching experience from previous employer(s),

16.3.1.65 Evidence of teacher qualifications in the form of a TQS evaluation, and

16.3.1.76-Any other information which may be required for official record purposes.

16.2.2 Teachers employed by the School Division on a continuing basis shall provide criminal record and vulnerable sector checks in accordance with the schedule outlined in the *Education Act*.

Letter of Understanding on Staffing Processes

The Calgary Board of Education commits to publishing a guide for internal applicants detailing staffing processes, as well as the application process for administrative candidate pools.

Letter of Understanding on Pilot Project for Reduction of FTE

Upon application in writing to the Superintendent of Human Resources or delegated authority no later than March 15 of the preceding school year, a teacher may temporarily reduce their FTE in the next immediate school year to a value mutually agreeable to both parties for a 1-year-only term, after which time the teacher shall be able to return to their original FTE. This clause would be accessible to a teacher only once in every 10-year period. The parties acknowledge that the original FTE reduction and the return to the original FTE may necessitate a transfer to a different site.

This pilot project will expire August 31, 2024, subject to extension based on the mutual agreement of the parties. Each party will notify the other of their position on the potential extension by December 31, 2024 and each year thereafter if applicable. The expiry of the pilot project will not affect the return of a teacher to their original FTE in accordance with this letter.

H. CONDITIONS OF PRACTICE

8.3.1 Staff deployment is the responsibility of the principal and their teaching staff. **Where a teacher is concerned about the pedagogical appropriateness of an assignment, it should be discussed confidentially with the principal so that deployment decisions may be reconsidered as applicable.**

8.4.1 It is understood that teachers are expected to participate in those aspects of student activities which are normal extensions of the classroom program. Also, it is understood that some parameters for extracurricular activities are necessary in order to ensure both the quality of classroom instruction and a viable workload for teachers. The extent of school involvement in extracurricular activities must be determined by the principal and their staff. Teachers who have chosen to undertake a specific extracurricular activity shall be committed to that activity for its duration in that school year, unless an emergent situation prohibits continuance. **Voluntary participation in extracurricular activities cannot be the rationale for an internal transfer.**

Local Directed Professional Development Funds

9.2.2 Number of Fellowships Available

9.2.2.1 The total value of the Professional Improvement Fellowships available in any one school year shall not be less than 0.4% nor more than 0.8% of the Salary Grid cost calculated on September 30 of the year prior to that in which the Fellowships are to be provided. Should the total cost of the Fellowships granted by May 1 be less than the amount established as the minimum for that year, the remainder shall be retained in the Professional Improvement Fellowship fund for the subsequent year. The Review Committee for Professional Improvement Fellowships may recommend to the School Division and the Professional Improvement Fellowship fund be transferred to the Staff Development Fund. Such a transfer shall be made with the approval of the School Division and the Local.

9.2.2.2 A minimum of ~~twenty-five~~ **twenty-five** ~~percent (50%)~~ **percent (75%)** of the annual contribution to the fund shall be allocated as pay in lieu of salary for the fellowships granted in lieu of salary for the activities of one half (1/2) year's duration or more. This minimum allocation does not apply to the unused portion of the annual contribution retained in the fund for the subsequent year.

9.2.5 Method of Payment

9.2.5.1 A teacher granted a Professional Improvement Fellowship shall be paid, in lieu of salary, monthly instalments equal to ~~seventy (70%)~~ **(75%)** of the earnings to which the teacher would have been entitled had the teacher not been engaged in a professional improvement activity and receiving a Professional Improvement Fellowship. The teacher shall have their benefits continue as per Article 7 of this agreement.

I. PART-TIME TEACHERS

6.4 Teachers employed on a part-time basis shall not have their teaching assignment altered more than 0.4 FTE per year unless by mutual agreement.

Amend APPENDIX "B": Evaluation for Teachers with Administrative Designations as follows:

PURPOSE

1. To assist teachers with administrative designations by giving feedback on their performance with the outcome of providing quality learning experiences for all students.
2. To establish criteria by which the job performance of teachers with administrative designations will be evaluated.

GUIDELINES

1. These guidelines will read and apply in a manner consistent with the Education Act, **Teaching Quality Standard, and Leadership Quality Standard.**
2. The evaluation of teachers with administrative designations is intended to promote continuous growth and achieve and maintain accountability for quality performance.
3. Appointments to administrative designations are based on the teacher's professional performance.
4. Assessment by the Chief Superintendent of Schools or delegated authority will be conducted according to the rules of natural justice. The concepts of fairness and natural justice are fundamental to an effective performance evaluation process and insure that:
 - Employees have a right to be heard, and
 - The evaluation process is free from bias.

The evaluation procedure is based on identifiable data and must ensure the teacher being evaluated;

- Knows what performance is expected;
- Is a full participant in the process;
- Is informed that the teacher is not meeting expectations;
- Is given the opportunity including time and assistance to remedy the deficiencies; and,
- Knows the probable result or consequence of not meeting the expectations.

CRITERIA

1. The evaluation of job performance shall be based upon achievement of system, school and unit goals and objectives, as well as professional obligations as defined in the following documents:
 - Education Act
 - Chief Superintendent's Administrative Regulations
 - **Teaching Quality Standard**
 - **Leadership Quality Standard**
 - School Division position descriptions
 - ~~Association Code of Professional Conduct~~
 - Desired expectations for performance in both processes and tasks consistent with system, school and / or department strategic plans
 - Leadership expectations described by the School Division's Leadership Centre

PROCESS

1. A Director will be responsible for summative evaluations.
2. Evaluators will be certificated personnel with administrative responsibility for the administrator being evaluated.

3. Feedback based on job performance and developmental work will be provided.

4. The evaluation shall reflect the criteria under which the evaluatee accepted the position, however, at the completion of an evaluation or at any time by mutual agreement, the job description may be changed, and subsequent evaluations shall reflect that changed job description.

The parties agree to withdraw all other proposals.

Signed 2023 12 11:

For The Calgary School Division

For The Alberta Teachers' Association

Michael Nelson

James Gerun

Ken Weipert

Andrew Finlay

Carmel Hayden

Todd Faunt

Erica Good

Michael Carron

CONFIDENTIAL