

Memorandum of Understanding

Re: Extra Curricular Hours achieved during 2019-2020 school year to be carried over by additional year.

THIS AGREEMENT made this 29 day of December, 2020 (the "Agreement").

BETWEEN:

The Garden Valley Teachers' Association (hereinafter called "The Union")

-and-

The Garden Valley School Division (hereinafter called "The Employer")

(collectively "the Parties")

WHEREAS:

- A. As a result of the COVID-19 global pandemic ("COVID-19 pandemic"), the parties recognize that there exists the possibility of exposure to COVID-19 in the workplace and that finding substitute teachers is a challenge.
- B. The Collective Agreement provides the ability to staff who have earned Extra Curricular hours during a given school year to be carried over to the following school year. Due to a lack of substitute teachers, it may be difficult to secure a replacement for the employee who is accessing one of these days.
- C. The parties have reached a resolution concerning this matter on the terms and conditions contained herein.


THEREFORE, the parties hereby agree to the following temporary process for the 2020-2021 school year:

1. If a teaching staff member achieved Extra Curricular hours during the 2019-2020 school year and those hours were not used, the following process shall apply:
 - a. Teaching staff that achieved 50 hours of service (1 day), shall be entitled to carry the day earned over by one additional year to the 2021-2022 school year.
 - b. Teaching staff that achieved 100 hours of service (2 days), shall be entitled to carry both days earned over by one additional year to the 2021-2022 school year.
 - c. Teaching staff that achieved extra-curricular hours that were less than their first 50 hours during the 2019-2020 school year, are entitled to carry these hours over to the 2021-2022 school year. These hours can be combined with hours that would be achieved in the subsequent school year in order to reach one day of extra-curricular leave. However, the carried over hours shall expire at the end of the 2021-2022 school year.


- d. Leave days that are carried over shall not be taken on parent teacher days, professional development days, or administrative days unless the Division has expressly given consent to do so by the Superintendent.
 - e. These leave days are contingent on the Division finding a replacement teacher. Prior notification must be submitted in writing to the teacher's principal for extra-curricular leave.
2. This Agreement forms a temporary addendum to the Collective Agreement. In the event that any term of this Agreement is in conflict with the terms of the Collective Agreement, this Agreement shall prevail, but only to the extent of the conflict, and only within the terms of this Agreement.
 3. The parties make this Agreement on a without precedent or prejudice basis.
 4. Unless it is ended or extended by mutual agreement, this Agreement expires on the final day of the 2021-2022 school year.

IN WITNESS WHEREOF the Employer has caused this Agreement to be executed as duly attested by the signatures of its proper officers of the Employer.

THE GARDEN VALLEY SCHOOL DIVISION



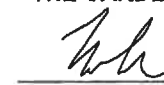
Chairperson



Secretary – Treasurer

IN WITNESS WHEREOF the Union has caused this Agreement to be executed as duly attested by the signatures of the proper officers of the Union.

THE GARDEN VALLEY TEACHERS' ASSOCIATION



President



MTS Staff Officer