

MEMORANDUM OF AGREEMENT

between

The Vernon Teachers' Association, and

School District #22 Vernon

The following understanding between the Vernon Teachers' Association and School District 22, applies to the Post and Fill process for 2017-2018 only. This is a temporary agreement that will be reviewed for possible future applications.

This process applies to the following teachers:

- Those who are below the layoff line who would like to increase their current FTE, excepting those who voluntarily decreased their owed FTE during round 1 of recall.
- Those who are still on recall because they are disadvantaged in their current FTE after the first round of post and fill has been completed. (Referred to herein as "disadvantaged teachers".)

For the Round 2 of post and fill, part-time teachers who are below the layoff line will be contacted in order of seniority to discuss postings to which they have applied using Make A Future. Teachers will be allowed to increase their owed FTE by up to 0.2. Teachers can drop their original accepted posting, in order to take another posting, if it increases their FTE, up until the second Friday in August (August 11, 2017).

Note: The principle of "rounding" that had been applied in previous Agreements will not be applied in either Round 1 or Round 2 in this agreement.

Choice:

For Round 2, teachers will be given an opportunity to apply for all the available postings that fit within this FTE increase, provided that the teacher possesses the necessary qualifications for the available position. The postings will be filled as per Articles C.2.8 and C.24.3.a. After round 1 recall, all vacant positions will be reposted. It is agreed that, for the Round 2 of post and fill, teachers need to apply on Make a Future to express their interest in a posting.

In Round 2, in the case of specialty teaching areas, those part-time teachers who are considered by the District as qualified, can apply and be interviewed for postings that are more than the 0.2 FTE limit during Round 2 of the post and fill process. Postings will not be split apart to make increases. (The ability to drop positions to make an increase will still apply up to the deadline.)

If a disadvantaged teacher is offered another posting, which is not an increase in owed FTE, and the teacher declines then it is considered a refusal as usual process in post and fill (per Article C.24.3.f.ii). As such, a disadvantaged teacher will not be offered a new position to increase time after they have refused two offers (one of these offers might have been in the first round of the post and fill process).

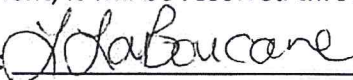
For example, if a posting is a result of a teacher dropping a position and acquiring another position, and that gives the District an opportunity to offer a disadvantaged teacher a posting closer to their owed FTE, it would be considered a decline if the disadvantaged teacher doesn't take it. (eg. if a teacher is owed 0.92 and accepted a 0.8 on first round, and then a .9 becomes available and is offered and they say, "No thanks", it is considered a decline. So, if they refuse it, and it is their second decline, then they stay in the .8 and they have then changed their owed FTE to 0.8. They will not have the opportunity to increase FTE until after September 1st, as per E.21.3.b

Timeline:

- Teachers who are offered an increase that is in addition to their current positions will have 24 hours -including weekends- to inform the District of their decision.
- In situations where teachers apply for a position in Round 2, and subsequently cannot be reached when an offer is ready to be made, the teacher will be assigned to that position.
- Teachers who are disadvantaged in their FTE and still on recall, shall inform the Board whether or not the recall is accepted within forty-eight (48) hours of the effective date of recall notice (as per C.24.3.d).

Variations and Modifications:

In the case of a situation that arises that was not contemplated in the drafting of this agreement, it will be resolved through mutual agreement of the signatories below.

Signed: 

Date June 1, 2017

Lisa LaBoucane, President
Vernon Teachers' Association

Signed: 

Date June 2/2017

Malcolm Reid, Director of Instruction
School District #22