

**Letter of Understanding**

**Between the**

**The Board of Education of School District no. 61 (Greater Victoria)  
(the "District")**

**And**

**The Greater Victoria Teachers' Association  
(the "GVTA")**

**(Collectively the "Parties")**

**re: OUTSTANDING REMEDY FROM 2019-2020**

*WHEREAS* Schedule A of the Collective Agreement contains provisions regarding class size and class composition;

*AND WHEREAS* remedies for non-compliance with respect to class size and class composition are detailed in Paragraph 16 of Letter of Understanding No. 12;

*AND WHEREAS* paragraph 16.C states that "In the event that it is not practicable to provide the affected teacher with any of these remedies during the school year, the local parties will meet to determine what alternative remedy the teacher will receive";

*AND WHEREAS* teachers' ability to access remedy entitlements in April 2020 was restricted by the provincially declared State of Emergency and the Ministry of Education's decision to suspend in-class instruction for most students until June 1, 2020.

THE PARTIES AGREE to use the following procedure to fully and finally resolve outstanding remedy for class size and class composition violations from the 2019-2020 school year:

1. Teachers who have unused Remedy minutes from the 2019-20 school year and meet the following criteria (a-c) will be given release time to be used according to the parameters outlined in Paragraph 2:
  - a. Teachers who have 300 or greater than 300 of unused Remedy minutes from the 2019-20 School will receive one day of release time (300 minutes) to be taken as an entire unit.

- b. Teachers who were either in Middle and/or Elementary School Contracts during the 2019-20 school year and have between 180 and 299 of unused Remedy minutes will receive a 0.6 morning of release time (180 minutes) to be taken as an entire unit.
  - c. Teachers who were in a Secondary School Contract during the 2019-20 school year and have between 150 and 299 of unused Remedy minutes will receive a 0.5 morning or afternoon of release time (150 minutes) to be taken as an entire unit.
- 2. COVID19 has created uncertainty for the District regarding employment stability for replacement teachers. In order to prevent “Failures to Fill” and to ensure Human Resource Service can provide TTOC coverage for teachers eligible for release time as per Paragraph 1 a-c, the following process will be used:
  - a. Teachers who qualify for release time as per this agreement will be contacted by Human Resources by email.
  - b. Release time as per Paragraph 1 a-c will be made available between January 4, 2021 and May 31, 2021.
  - c. Monday through Thursday will be open to 20 teachers only and Fridays will be open to 15 teachers only. Due to high TTOC bookings, there will be dates around holidays and Professional Developments Days with only 10 spaces allocated for bookings: January 4, 5; February 11, 16; March 11, 12, 29, 30, 31; April 1,6; and May 20, 25.
  - d. To limit the number of teachers taking release time under this agreement on a specific day, teachers will be required to pre-select their day in advance on a Google Spreadsheet Calendar. The Google Spreadsheet Calendar will be available for booking beginning January 2021.
  - e. After teachers sign up on the Google Spreadsheet Calendar they must use the “Unused Remedy Release” code that has been established for this purpose. Instructions will be included in the initial email communication.
  - f. If there are unforeseen circumstances that may prevent a teacher from using this release time, Human Resource Services will contact the teacher and the GVTA Executive with an explanation.
  - g. Remaining minutes not used for a release by May 31,2021 as per Paragraph 1 (a-c) will be void June 1, 2021.
- 3. The total time allocated to specific teachers listed in Paragraph 1 a-c totals 120,690.00 minutes.
- 4. From the remaining minutes (321,850.56), 50% of all other negative remedy minutes (-19,402.85) and the Inclement Weather Award (-17,202.60) shall be applied.

5. The remaining minutes (285,245.11) will be converted into a dollar amount (\$394,589.00) and allocated by cheque to the GVTA to create a COVID19 Emergency Fund for teachers who have exhausted all paid leaves and/or need release time or funds for COVID19 related reasons.
6. The GVTA will be create an approval process for teachers to access these funds.
7. If a Teacher accesses a TTOC by using the GVTA Emergency COVID19 release code but does not get final approval from the GVTA, the leave will be changed to “unpaid”.
8. The GVTA will reimburse the Employer at the end of each month for the cost of TTOC release time as per Article A.22.3.
9. The GVTA will not use these funds to cover any GVTA Administration or Union business; the funding will directly benefit teachers who have exhausted all of their paid leave provisions.
10. Should the pandemic end before the COVID19 funds are exhausted, the remainder will remain with the GVTA. The Association will allocate a portion to the Benevolent Fund, and the remainder shall be used as teacher FTE to support working conditions related to class size and composition.
11. This agreement is related to the unusual circumstances as per the outbreak of the COVID19 pandemic during the 2019-2020 school year and will expire June 30, 2021.
12. The application of this LOU is subject to the grievance procedure; and
13. This LOU is intended solely for the administration of paragraph 16 of the Letter of Understanding No. 12 and is without precedent and/or prejudice to any other provision of the Collective Agreement or any other School District/BCPSEA or Local/BCTF.

Dated at Victoria, British Columbia this 15 day of December 2020.



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Ms. W. Waldron, President  
Greater Victoria Teachers' Association



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Ms. T. Sherstobitoff, District Principal  
Greater Victoria School District #61