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**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 2020-2021**

**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 the Letter of Understanding No. 12;

**THE PARTIES AGREE** to use the following procedure to resolve the **232,611.68** minutes of outstanding remedy for class size and class composition violations from the 2020-2021 school year:

1. **232,611.68** minutes shall be converted to teacher FTE and allocated to schools that have generated 0.08 or greater in FTE. The FTE shall be rounded to make postings compatible with the school schedule (blocks, mornings, afternoons, or full days).
2. Where the overall school FTE is less than 0.08 at a school, the FTE shall be allocated at the District level. Allocation of the district-wide teacher FTE will be made jointly by the District and the GVTA.
3. The distribution and utilization of the FTE in school will be made by members of the school Staff Committee, GVTA Staff members, and the School Administration. If the school staff and administration are not able to agree, the distribution and utilization will be referred to the District and the GVTA for a final decision.

4. Elementary and Middle School FTE is prorated as of November 1, 2021 and Secondary FTE is prorated as of January 31, 2022 (Semester 2/Quarter 3).
5. All FTE shall be posted in accordance with the "Post and Fill Language" in the Collective Agreement.
6. Any of the resulting postings that are unfilled shall be reviewed by the District and the GVTA to be either reposted or allocated to the school for TTOC time.
7. This agreement is in effect for outstanding remedies which occurred during the 2020-2021 school year only and will end on June 30, 2022.
8. The parties shall meet no later than May 31, 2022 to discuss continuing or amending this agreement.
9. The application of this LOU is subject to the grievance procedure; and
10. This LOU is without precedent and/or prejudice to any other provision of the *Collective Agreement* or any other School District or Local.

*Subject to GVTA ratification October 19<sup>th</sup>, 2021*

Dated at Victoria, British Columbia this 13 day of October 2021.



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W. Waldron  
President, Greater Victoria Teachers' Association



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T. Sherstobitoff  
District Principal Human Resource Services