

Letter of Agreement made and entered into this 14th day of September 2016

Between

The Cowichan Valley Teachers' Federation
(CVTF)

And

The Board of Education of School District 79 (Cowichan Valley)
(Board)

This trial period teaching position at Wilkinson Correctional Facility is without prejudice and precedent to the interpretation or application of provisions in the collective agreement. The parties agree that this position is not currently included in the bargaining unit and this "trial period position" would not change that, as it relates to Article A.11.1 of the collective agreement.

1. This position would be posted and filled as a temporary .5 teaching position in the district, starting September 6, 2016 to June 30, 2017.
2. The district has provided the union with a copy of a job description for this position as per Article A.11.2 of the collective agreement.
3. The successful applicant, as determined by the district under Article E.12, will need to pass and maintain the facilities special security clearance as a condition of employment prior to starting in the position. If the security clearance is pulled during the term of the contract, the contract will be considered terminated.
4. The position would consist of 12 hours of instructional time with students each week over 4 days, running Monday to Thursday. Corrections may adjust the work schedule to better accommodate the needs of the students with the agreement of the teacher.

5. The successful applicant will be expected to take direction from Corrections in all matters related to the penal system and a corrections officer will be present with the teacher while s/he is working with the students.
6. When absent, this teacher will be replaced with a TTOC providing that they have been pre-approved by the correctional facility. If no TTOCs are available, then the class will be cancelled.
7. If the teacher chooses, they may work through Christmas and Spring Break as defined in Article D.15.3, provided that they take equivalent time off before year end. There will be no extra pay if the equivalent days are not used. A plan of time off needs to be discussed in advance with the principal.
8. Given the uniqueness of this position, there may be collective agreement application issues that arise. As these issues arise they will be discussed by the district and union and resolved in a timely manner.
9. Both parties will meet to review this program by March 31st 2017 and provide a recommendation to senior management on the district's future involvement in this program.

For the Board

Roma Medves

For the CVTF

Erica Roberts

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