

EDMONTON PUBLIC SCHOOLS

December 8, 2009

TO: Board of Trustees

FROM: Trustee G. Rice, Conference Committee Chair

SUBJECT: Report #5 of the Conference Committee (From the Meeting Held December 1, 2009)

RECOMMENDATION

1. That Report #5 of the Conference Committee from the meeting held December 1, 2009 be received and considered.

Updated Memorandum of Agreement Between Edmonton Public Schools and the Alberta Teacher's Association

2. That the attached May 25, 2009 Memorandum of Agreement between Edmonton Public Schools and the Alberta Teachers' Association (APPENDIX I) be approved.

Dates for the Official Openings of ASAP Schools

3. That dates for the official opening of six new ASAP schools in September 2010 be confirmed as follows:
  - Wednesday, September 8, 2010 – Elizabeth Finch School
  - Thursday, September 9, 2010 – Florence Hallock School
  - Wednesday, September 15, 2010 – Johnny Bright School
  - Thursday, September 16, 2010 – Esther Starkman School
  - Wednesday, September 22, 2010 – Dr. Donald Massey School
  - Thursday, September 23, 2010 – A. Blair McPherson School

ASAP II Tri-Party Agreement and Accountability Agreements

4. That the Administration be authorized to execute the Tri-Party Agreement between the Board, the ASAP II contractor and the Province be confirmed.
5. That the Administration be authorized to execute the Accountability Agreement between the Board and the Province be confirmed.

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## Background - Recommendation 2

Edmonton Public Schools and the Alberta Teachers' Association concluded negotiations on the 2007-2012 Teachers' Collective Agreement in the winter of 2008. Both sides agreed to continue discussions on potential amendments to the collective agreement during the term of the current agreement.

The attached Memorandum of Agreement (MOA) contains three amendments to the 2007-2012 Teachers' Collective Agreement:

1. The first amendment regards clause 5.4 – *Experience Increments* and adds a new clause 5.4.3(e) which restricts a teacher, upon initial placement on the salary grid, to be granted only one additional increment during any one school year. This amendment corrects an anomaly whereby a teacher granted successive temporary contracts could earn experience increments more quickly than teachers on probationary and continuing contracts.
2. The second amendment regards the current *Letter of Intent – Framework for Involvement in Site-Based Decision Making*. The proposed amended language more accurately reflects the intent and mandate of this Committee. The current language of the letter of intent is outlined below:

*The parties hereby agree that the joint committee (maximum of 10 members) consisting of an equal number of representatives from the Board and the Local, shall continue to investigate and report on the current status and application of the Framework for Involvement in Site-Based Decision Making (May 2000). The committee shall continue to collaboratively monitor and evaluate the effectiveness of the Framework for Involvement in Site-Based Decision Making on an ongoing basis and provide recommendations regarding the future use of the Framework for Involvement in Site-Based Decision Making within the district. The committee shall issue a written report to the Superintendent of Schools and the President of the ATA Local by March 1 of each year.*

3. The third amendment provides a new *Letter of Intent - Early Intervention Pilot Program*. This proposed letter of intent arises out of discussions between the District, ATA and ASEBP. This letter of intent is required in order to modify access to sick leave under clause 18.2 and comply with ASEBP's plan document on extended disability benefits.

The attached Memorandum of Agreement (APPENDIX I) has been approved by the ATA.

## Background - Recommendation 3

Six new Edmonton Public ASAP schools are scheduled to open in September 2010. Official school opening ceremonies are traditionally held to celebrate the opening of new schools.

## Background – Recommendations 4 and 5

The Province has requested that the school boards execute the above agreements for the second round of ASAP schools by January 10, 2010. Only if all boards execute their agreements will the master Design, Build, Finance and Maintain (DBFM) Agreement be executed with the successful contractor.

The Administration has participated in the development of the Tri-Party and Accountability Agreement and has reviewed the DBFM contract in its entirety. The agreements are similar in intent and purpose to the agreements previously agreed to by the Board and executed for ASAP I schools with the added provisions to allow the boards to lease space to third party commercial operations with the approval of the Province and subject to the requirements included in Schedule “A” (APPENDIX II). The ability to lease to commercial operations is only subject to it meeting the requirements of a School Board Purpose as defined in the Municipal Government Act, and would include such operations as child care operations, day care operations and other community use operation that is connected to school use.

AS:mmf

APPENDIX I - May 25, 2009 Memorandum of Agreement Between Edmonton Public Schools and the Alberta Teachers’ Association

APPENDIX II - Schedule “A” – Acceptable Third Party Commercial Use Arrangements

## Memorandum Of Agreement

Between

Edmonton Public Schools  
and  
the Alberta Teachers' Association

May 25, 2009

*The bargaining representatives agree to represent and recommend acceptance of the following amendments to the current collective agreement to their respective parties:*

### Experience Clause

**New 5.4.3(e)** Effective September 1, 2009, a teacher shall, upon initial placement on the salary grid, be granted only one additional increment during any one school year, based on experience as defined in clause 5.4.1.

### Letters of Intent

#### **Amend** "Framework for Involvement in Site-Based Decision Making"

The parties hereby agree that the joint committee (maximum of 10 members) consisting of an equal number of representatives from the Board and the Local, shall continue. The committee working on the Framework for *Involvement in Site-Based Decision Making* [May 2000] shall expand its focus to investigate and report on developing a culture that engages, values and respects staff, fosters their well being and enables them to be involved in decision making processes resulting in staff satisfaction. This committee will explore strategies and best practices that can be used by schools to achieve these ends. The committee shall issue a written report to the Superintendent of Schools and the President of the ATA Local at least once within each school year.

#### **NEW** "Early Intervention Pilot Program"

The parties hereby agree to participate in the Alberta School Employee Benefit Plan's Early Intervention Pilot Program (EIPP). The purpose of the program is to facilitate the teacher's early return to work from illness or injury on a part-time basis. Participation in the EIPP is strictly voluntary on the part of individual teachers.

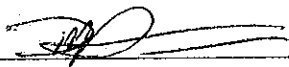
If a teacher agrees in writing to participate in the EIPP, sick leave days in clauses 18.2.2, 18.2.3 and 18.2.4 shall be interpreted using a modified formula. Days where the teacher is at work for a full day do not count as a sick day. Days where the teacher is at work for a portion of the day will count as a partial day of sick leave so that the portion of the day worked and the portion of

the day reported as sick leave together equal one full day. Days where the teacher does not work, including days not scheduled for work, count as full sick days.

If a teacher agrees to participate in the EIPP and provides written notice to withdraw, the teacher will be eligible to access their remaining sick leave entitlement on a full-time basis.

Either party may choose to withdraw from the program using the procedure outlined in the "Early Intervention Plan Pilot Program Agreement".

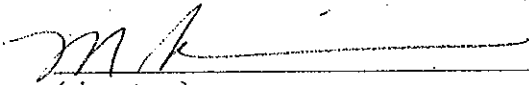
For Edmonton Public Schools:

  
\_\_\_\_\_  
(signature)

Managing Director, Personnel  
\_\_\_\_\_  
(title)

July 9/09  
\_\_\_\_\_  
(date)


For the Alberta Teachers' Association:

  
\_\_\_\_\_  
(signature)

RBA  
\_\_\_\_\_  
(title)

June 29 2009  
\_\_\_\_\_  
(date)

For Edmonton Public Teachers Local 37

  
\_\_\_\_\_  
(signature)

EXECUTIVE ASSISTANT  
\_\_\_\_\_  
(title)

June 29, 2009.  
\_\_\_\_\_  
(date)

**SCHEDULE "A"**

**Acceptable Third Party Commercial Use Arrangements**

**1. INTERPRETATION**

**1.1 Defined Terms**

(a) "Licensee" means, for the purposes of this Schedule "A", a party to a licensing or access agreement with the School Board where that party, by the terms of the licensing or access agreement, is granted prescribed access to and non-exclusive use of a defined portion of School premises for an Acceptable Third Party Commercial Use;

(b) "Tenant" means, for the purposes of this Schedule "A", a party to a lease agreement with the School Board where that party, by the terms of the lease agreement, is granted exclusive possession of a defined portion of School premises for an Acceptable Third Party Commercial Use;

**2. GENERAL CONDITIONS – TENANTS AND LICENSEES**

**2.1 Writing Requirement**

The School Board shall ensure that its arrangements with any Tenants or Licensees are reduced to writing and contain such terms and conditions as a prudent lessor or licensor would include in like circumstances.

**2.2 No Leasing or Licensing Prior to School Availability**

The School Board shall ensure that it does not contract with any Tenants or Licensees in respect of a School prior to that School achieving School Availability

**2.3 Tenant is Occupant**

The School Board shall ensure that the occupant of the School pursuant to a lease is the Tenant or its employees and volunteers.

**2.4 Lease and License for School Board Purpose**

The School Board shall ensure that any lease, or any licensing or access agreement for an Acceptable Third Party Commercial Use is for a School Board Purpose as defined by, and in accordance with, the *Municipal Government Act* (Alberta) as may be amended from time to time.

**2.5 Lease and License in Accordance with Law**

The School Board shall ensure that it has sufficient legal authority in its own right to contract with Tenants and Licensees in respect of the Schools.

### **3. SPECIFIC CONDITIONS – TENANTS AND LICENSEES**

#### **3.1 Access to Schools**

The School Board shall ensure that its arrangements with any Tenants and Licensees do not restrict the Contractor's access to the Schools or to any part of a School.

#### **3.2 Emergency Response and Safety**

The School Board shall ensure that any Tenants and Licensees are familiar with, and have agreed to abide by, the applicable emergency response and safety plans for the Schools.

#### **3.3 Tenant and Licensee Obligation to Report Events**

The School Board shall ensure that its arrangements with any Tenants and Licensees includes an obligation on the Tenant or Licensee to report to the School Board, as soon as practicable, any incidents that has caused, or could cause, damage to a School.

#### **3.4 Liaison with School Board**

The School Board shall ensure that any Tenants and Licensees agree to bring forth any issues that may require the attention of the Contractor to the School Board, and not to make use of the Help Desk or otherwise directly contact the Contractor.

#### **3.5 Responsibility for Maintenance and Custodial Work**

The School Board remains responsible, in any leasing or licensing arrangement, for maintenance, caretaking and custodial services in all parts of the Schools as contemplated in Section 6.2(a) of the Tri-Party Agreement. In circumstances where the School Board chooses to delegate any of the School Board's maintenance, caretaking or custodial duties to any Tenants or Licensees, the School Board shall ensure that such Tenants or Licensees meet or exceed the standards for maintenance, caretaking and custodial services that apply to the School Board under the Tri-Party Agreement.

#### **3.6 Decorating, Modifications and Repairs to Schools**

The School Board shall ensure that its arrangements with any Tenants and Licensees prohibits any Decorating, Modifications, improvements or repairs to Schools.

#### **3.7 Assignment and Subletting**

The School Board shall ensure that its arrangements with any Tenants and Licensees prohibits those Tenants and Licensees from assigning, subletting, or otherwise transferring any portion of the interest in the rights of access they obtained from the School Board.

**3.8 Caveats and Encumbrances**

The School Board shall ensure that its arrangements with any Tenants and Licensees includes a provision that the Tenant or Licensee shall not cause to be registered, nor permit anyone claiming through or under it to register or cause to be registered, any caveat or encumbrance against title to the Schools.