



TEACHER LOCAL BARGAINING AGREEMENT

EFFECTIVE

**September 1, 2015
to August 31, 2019**

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Sun West School Division No. 207

Local Collective Bargaining Agreement for Teachers

Between

The Board of Education of the Sun West School Division No. 207 of
Saskatchewan (hereinafter referred to as "The Board")

And

The Bargaining Committee appointed by the Teachers of the Sun West
School Division No. 207 of Saskatchewan (hereinafter called "The
Teachers")

has been negotiated in accordance with *The Education Act, 1995*.

This agreement shall be in effect September 1, 2015 and shall
remain in effect until August 31, 2019, and thereafter until revised in
accordance with *The Education Act, 1995*.

Unless the context otherwise requires, all terms and expressions
used in this Agreement shall have the same meaning as given to them in
The Education Act, 1995.

The terms and conditions herein reduced to writing represent the whole
agreement negotiated by the parties and are not subject to any additional terms
and conditions other than those, if any, prescribed by law. The parties to this
Agreement may by mutual consent revise any provision of this Agreement during
the term of this Agreement.

ARTICLE 1 PAY PERIODS AND DEDUCTION OF LOCAL FEES

1.1 Payment of Teacher Salaries

1.1.1 Salary shall be paid on or before the 25th of each month starting in September of each academic year except in December. Salary for December shall be paid on the last teaching day of the month.

1.1.2 Payment of salaries for all teachers shall be by electronic deposit.

1.2 Continuing and Replacement Teachers shall have the option of being paid on the basis of ten (10) or twelve (12) pay periods.

1.2.1 A teacher new to the division shall be given the opportunity to choose between ten (10) or twelve (12) pay periods at the commencement of the school year.

1.2.2 A teacher who wishes to change the pay period option shall provide written notification to Payroll no later than September 1 of the current school year.

1.2.3 In the absence of a written request for twelve (12) pay periods, salary shall be paid on the basis of ten (10) pay periods.

1.2.4 Temporary Teachers shall be paid for the number of actual days they provide professional services each month on the basis of ten (10) pay periods and in accordance with the provisions of the Provincial Collective Bargaining Agreement governing such employment. The teacher may opt for twelve (12) pay periods for the following academic year if applicable.

1.3 Upon written request from a continuing or replacement teacher new to the division, an advance of up to \$1,500 for a full-time teacher shall be provided. This amount is payable on the first student attendance day. This amount shall be prorated for part-time teachers.

1.3.1 Teachers shall only be eligible to receive an advance at the start of their first year of employment with the school division.

1.3.2 No deductions shall be taken from the advance.

1.3.3 The advance shall be repaid in three equal monthly payments via payroll deduction from the September, October and November pay cheques.

1.4 Deduction of Fees

1.4.1 Ten (10) percent of Sun West Teachers' Association annual fees shall be deducted monthly, September to June, from salary payments of teachers with continuing, replacement, and temporary contracts.

ARTICLE 2 TEACHER-INITIATED PROFESSIONAL DEVELOPMENT

- 2.1 Professional development directly relates to the professional growth needs of the individual teacher.
- 2.2 A Teacher Professional Development Fund shall be established September 1 of each school year equivalent to \$300 per teacher. The total expenditure of the fund shall not exceed the moneys allotted during an individual fiscal year (September 1 – August 31).
- 2.3 The Professional Development Fund for the fiscal year will be initially divided into two (2) equal amounts, with any unused portions from Period 1 carried forward to Period 2. The fund will be distributed during the time periods that correspond with the school academic terms (below).

Period 1: September 1 – January 31 with payment issued by February 25.

Period 2: February 1 – August 31 with payment issued by September 25.

- 2.4 To ensure equitable access during the school year, the initial reimbursement to teachers shall be paid up to a maximum of \$300 per teacher. Following the expiry of the applicable time period in which the expense has been claimed, the teacher shall receive the remainder of the requested reimbursement up to a maximum of:
 - 2.4.1 \$1200 per teacher annually for PD accessed during the school year, or
 - 2.4.2 \$1500 per teacher annually, for teachers who access Professional Development only during a school break or vacation period during a given school year; summer break, winter break, February break or Easter break.
- 2.5 The reimbursements of up to \$1200 and up to \$1500 are prorated if requests exceed the Teacher Professional Development Fund.
- 2.6 To ensure that the Professional Development activity is eligible, the teacher will obtain prior written approval by submission of the prescribed form.
- 2.7 Any portion of the actual expenses may be claimed on the prescribed expense claim form, by submission of:
 - 2.7.1 Actual receipted expenses for registration, accommodation, meals, and other approved expenses.
 - 2.7.2 Actual mileage / travel claim (not to exceed the rate of the Board of Education).
- 2.8 Two (2) substitute days per teacher per school year shall be covered by the Board. For any days in excess of the two (2) days the substitute teacher daily rate as established in Article 15 shall be deducted from the funds payable to the teacher from the professional development fund for each additional day accessed. Teachers may access EDO's for days beyond the two (2) to avoid the deduction of substitute teacher costs from the funds payable. Unused substitute days are not transferable.

ARTICLE 3 BURSARIES

- 3.1 The Board shall establish an annual bursary fund of \$20,000.
 - 3.1.1 Bursaries shall be granted to teachers for credit classes at an accredited post-secondary institution.
 - 3.1.2 The approved bursary shall be \$200 per credit unit.
 - 3.1.3 Teachers may apply for payment for any credit units successfully completed. Payment on the first nine (9) credit units per teacher shall be allocated initially. If the requests exceed \$20,000, the payments shall be prorated.
 - 3.1.4 Additional credit units taken by teachers beyond nine (9) shall be paid in full or prorated according to the bursary fund balance.
 - 3.1.5 For credit courses successfully completed with 0 credits applied, and equivalent to a credit course of 3 or more credits, teachers may submit a receipt for course registration and may be eligible for the lesser of, \$200 per credit unit or the receipted registration cost.
- 3.2 The teacher shall submit an application for the bursary to the Human Resources Supervisor by September 1 for credit classes successfully completed while in the employ of the division within the past twelve (12) months. The Human Resources Supervisor shall notify the teacher of the bursary amount by September 20.
- 3.3 In the event the Human Resources Supervisor requests a teacher to complete a credit course between the offer of employment and the employment start date, the teacher may submit for bursary for the successfully completed course.
- 3.4 The teacher receiving such a bursary shall remain in the employ of the Sun West School Division for at least one (1) academic year immediately following the year in which the credit class was completed.
- 3.5 In the event of default, the teacher shall refund the money received together with interest at the preferred bank lending rate prevailing at the time of the bursary. In the event there is partial compliance, the amount of the refund shall be determined on a pro-rated basis.
- 3.6 Teachers on education leave shall not access the bursary fund.

ARTICLE 4 EDUCATION LEAVE

- 4.1 An educational leave may be granted for the purpose of improving qualifications, in which case the Board shall assist the teacher with seventy (70) percent of the salary the teacher would have received by teaching during the period of the leave.
- 4.2 An educational leave is intended to expedite student learning through teacher growth. Educational leaves should align with division, school and Professional Growth Plan goals. Educational leaves may include but are not restricted to:
 - 4.2.1 Study and research of a system, school, process or initiative;

- 4.2.2 Study and research at an accredited post-secondary institution;
 - 4.2.3 Development of professional interests or skills;
 - 4.2.4 Pursuit of general educational goals;
 - 4.2.5 Combination of above.
- 4.3 The teacher's request for educational leave commencing in July shall be submitted to the Director of Education by January 31, and the Board shall notify the teacher of its decision by March 1. For an educational leave commencing in January, the leave shall be requested by October 1, and the Board shall notify the teacher of its decision by November 1.
- 4.4 The teacher shall return to the employ of the Board for a period of at least two (2) years, or portion thereof, for every one (1) year, or portion thereof, of educational leave. Return service shall follow immediately after the educational leave or upon completion of the educational program if it extends beyond the educational leave granted.
- 4.5 In the event of default, the teacher shall refund the money received together with interest at the preferred bank lending rate prevailing at the date of the educational leave. In the event there is partial compliance, the amount of the refund shall be determined on a pro-rated basis.
- 4.6 Upon return to the division, the teacher shall be placed in a position as agreed in writing prior to the acceptance of the educational leave by the teacher.
- 4.7 No legal liability shall be attached to a teacher or the teacher's estate if, due to disability or death, the teacher is unable to fulfill the commitment.

ARTICLE 5 DEFERRED SALARY LEAVE

- 5.1 Deferred Salary Leave may be granted at the discretion of the Board in accordance with Canada Revenue Agency Regulations.

ARTICLE 6 SABBATICAL LEAVE

- 6.1 Sabbatical leave may be granted at the discretion of the Board.

ARTICLE 7 JURY AND WITNESS LEAVE

- 7.1 The teacher shall be allowed leave of absence without loss of salary when subpoenaed as a witness or summoned as a juror in a court case. Any remuneration paid by the court above actual expenses shall be repaid to the Board up to the maximum salary for the period of absence.

ARTICLE 8 MATERNITY / PARENTAL / ADOPTION LEAVE

- 8.1 The teacher shall be granted maternity, parental or adoption leave in accordance with *The Saskatchewan Employment Act*.
- 8.2 Leave for up to two (2) days with pay shall be granted to a parent for the birth or adoption of a child and/or transfer home of the child.
- 8.3 In extenuating circumstances, the Human Resources Supervisor may grant leave in excess of two (2) days.

ARTICLE 9 COMPASSIONATE LEAVE

- 9.1 The Board shall grant compassionate leave with pay of up to five (5) days in the event of death in the immediate family.
- 9.2 The Board shall grant compassionate leave with pay of up to five (5) days in the event of serious illness in the immediate family.
- 9.3 Immediate family shall be defined as: fiancée, partner or spouse, or; father, mother, brother, sister, brother-in-law, sister-in-law, niece, nephew, grandparent, child, or grandchild of teacher or of teacher's spouse.
- 9.4 The Board may grant compassionate leave in excess of five (5) days with or without pay.
- 9.5 The Board may grant compassionate leave in instances other than immediate family.

ARTICLE 10 SPECIAL LEAVE

- 10.1 A teacher shall be granted leave with full salary not to exceed a maximum of two (2) days total in any one academic year to:
 - 10.1.1 Attend secondary or post-secondary convocation or graduation of self, spouse or child.
 - 10.1.2 Attend to pressing personal matters concerning self or immediate family. "Pressing" shall be defined as unforeseen illness or injury, family legal matters, civil litigation or family counselling. "Immediate family" is defined as: fiancée, partner or spouse, or; father, mother, brother, sister, brother-in-law, sister-in-law, niece, nephew, grandparent, child, or grandchild of teacher or of teacher's spouse.
 - 10.1.3 Attend or participate in a funeral service.
 - 10.1.4 Attend medical appointments of dependents, spouse or parents as required.
 - 10.1.5 Attend to emergencies beyond the control of the individual due to disaster, fire, flood or adverse weather conditions.
 - 10.1.6 Attend meetings of governing bodies in which the teacher holds an elected or appointed office. Any remuneration received by the teacher for the activity, other than reimbursement for actual expenses, shall be repaid to the Board of Education

to a maximum; equivalent to the salary which would have been earned during the period of absence.

10.1.7 Defend teacher's thesis.

10.2 Leave referred to in this clause shall be pro-rated for less than full-time teachers and teachers on temporary contracts for less than one full school year.

ARTICLE 11 EARNED DAYS OFF (EDO)

11.1 NOON SUPERVISION (EDO NHS)

11.1.1 The Board of Education recognizes that noon supervision is provided by teachers on a voluntary basis.

11.1.2 Teachers shall notify the principal, in writing, of their intentions regarding noon supervision by June 1 of the preceding school year. Teachers who are new to Sun West School Division will be expected to declare, in writing, their intentions regarding supervision within two (2) weeks of the start date of employment.

11.1.3 When a teacher provides noon supervision the teacher shall earn one day of leave, without loss of salary, to a maximum of three (3) days per school year as follows:

15 hours = 1 day

30 hours = 2 days

45 hours = 3 days

11.1.4 Any hours of noon supervision completed which do not accumulate to an earned day of leave; less than 15 hours, any hours accumulated above 15 hours but less than 30 hours, any hours accumulated above 30 hours but less than 45 hours, and any hours earned beyond forty-five (45) hours, shall be paid at the rate of 1/15 of the substitute teacher pay for each hour of noon supervision completed.

11.1.5 Earned days off for Noon Supervision (EDO NHS) may be carried over to the following year, to a maximum of two (2) days. Earned days for Noon Supervision, above the maximum will be paid out at the rate of Substitute Teacher Pay for each full day, or pro-rated for portion thereof. Earned days for Noon Supervision below the maximum are automatically carried forward to the following school year, unless payout is requested by the teacher.

11.1.6 Continuing teachers with Earned Days Off for Noon Supervision (EDO NHS) below the maximum as outlined in 11.1.5, and eligible to be carried to the following school year, may request in writing to the Employee Benefits Officer no later than June 30 to be paid out for the EDO NHS at the rate of \$300 per day. Teachers who will not be employed during the following school year, shall have the EDO NHS days, or portion thereof, paid out at the rates established in 11.1.5.

11.1.7 Payments for Earned Days Off for Noon Supervision or hours of noon supervision completed and not credited to days, shall be made by July 31.

11.2 EXTRA-CURRICULAR (EDO ExCurr)

- 11.2.1 Extra-curricular activities are considered to be those that are beyond the required hours of instruction and include the direct involvement of students.
- 11.2.2 Eligible extra-curricular activities will be those included in Administrative Procedures 415 – Appendix A – Approved Extra-Curricular Activities. Additions and deletions to the list are to be submitted to the Superintendent of Education – School Operations for consideration.
- 11.2.3 To recognize the commitment of teachers to extra-curricular programs and the students involved with them, teachers may earn up to two (2) days of leave per school year for extra-curricular activities. EDO's for extra-curricular activities shall be awarded as follows for hours accumulated during the current school year:
- 35 hours = 0.5 day
 - 60 hours = 1 day
 - 95 hours = 1.5 days
 - 120 hours = 2 days
- 11.2.4 Hours may be accumulated over two (2) years until an increment of 0.5 day is earned. An earned maximum of two (2) days shall be recognized in any school year. Extra-curricular hours above the maximum accumulation of 120 hours shall not carry forward to the following school year.
- 11.2.5 The documentation of the accumulation of extra-curricular hours shall be submitted by the Principal to the Division Office monthly or at the completion of the extra-curricular sport or activity. The teacher may access the extra-curricular leave days as increments are credited.
- 11.2.6 Hours can be claimed with the following considerations:
- 11.2.6.1 to a maximum of six (6) hours/day on a school day Monday to Thursday.
- 11.2.6.2 to a maximum of sixteen (16) hours/day on a Friday, Saturday, or Sunday.
- 11.2.7 Final extra-curricular leave documentation for the school year shall be submitted by May 31st with the exception of activities that are ongoing during the month of June, which shall be submitted on or before June 30.
- 11.2.8 Earned days off for extra-curricular (EDO ExCurr) may be carried over to the following year, to a maximum of three (3) days. Earned days for Extra Curricular above the maximum will be paid out at the rate of Substitute Teacher Pay for each full day, or prorated for portion thereof. Earned days for Extra-curricular below the maximum are automatically carried forward to the following school year, unless payout is requested by the teacher.
- 11.2.9 Continuing teachers with Earned Days Off for Extra Curricular below the maximum as outlined in 11.2.8, and eligible to be carried to the following school year, may request in writing to the Employee Benefits Officer no later than June 30 to be paid out for the EDO ExCurr at the rate of \$300 per day. Teachers who will not be employed during the following school year, shall have the EDO ExCurr days, or portion thereof, paid out at the rates established in 11.2.8.
- 11.2.10 Payment for extra-curricular leave shall be made by July 31.

11.3 ACCESS TO EARNED DAYS OFF (EDO)

11.3.1 When a teacher requests to access an Earned Day Off (noon supervision or extra-curricular), it shall be scheduled in consultation with the principal. In order to provide appropriate staff in each school, criteria shall apply to decisions regarding when leave may be taken. When permission is granted by the Principal the decision shall be made upon, but not limited, to the following guidelines:

11.3.1.1 The decision must always consider the best interests of the students.

11.3.1.2 It is understood that leave not be accessed on professional development days, except under extenuating circumstances, and approved by the Human Resources Supervisor

11.3.2 A maximum of seven (7) earned days off may be used in any school year. These may be any combination of days earned for noon supervision, days earned for extra-curricular supervision and/or days carried over from the preceding year.

ARTICLE 12 RELEASE TIME FOR ELECTED OFFICIALS

12.1 The parties agree that from time to time, teachers may be required to attend to Sun West Teachers' Association business. Such leave may be granted subject to reimbursement by the Sun West Teachers' Association of the teacher's salary and benefits.

12.2 The Sun West Teachers' Association shall submit to the Director or designate the plan for approval for the use of up to fifty (50) days of release time per school year.

ARTICLE 13 ADMINISTRATIVE LEAVE FOR COLONY SCHOOL PRINCIPALS

13.1 Colony school principals shall be granted up to two (2) days administrative leave per school year.

13.2 Colony teaching staff shall use the religious holidays to do school related work or fulfill professional growth plans.

ARTICLE 14 TRAVEL RATES AND EXPENSES

14.1 For any Board requested travel where transportation is not provided (Career and Work Exploration, itinerant teacher travel, Sun West School Division meetings), teachers shall be paid at the approved division rate. This mileage shall be paid for sufficient vehicles to transport the teachers, assuming each vehicle is fully utilized.

ARTICLE 15 SALARY FOR SUBSTITUTE TEACHERS

15.1 Substitute teachers shall be paid the following for each full day of teaching service:

15.1.1 \$232 effective for the period from September 1, 2015 to August 31, 2016

- 15.1.2 \$235 effective for the period from September 1, 2016 to August 31, 2017
- 15.1.3 \$238 effective for the period from September 1, 2017 to August 31, 2018
- 15.1.4 \$241 effective for the period from September 1, 2018 to August 31, 2019

- 15.2 On the fifth (5th) consecutive day and subsequent consecutive days teaching in the same position, the substitute teacher shall be paid 1/197 of his/her annual salary under the Provincial Collective Bargaining Agreement according to experience and education.
- 15.3 Teachers who job share, as defined by Administrative Procedures, and substitute for each other shall receive their regular pay.
- 15.4 Salary for substitute teachers shall be paid by electronic deposit on or before the 10th day of the month following the month in which the substitute teacher was employed.

ARTICLE 16 EMPLOYMENT INSURANCE REBATE

- 16.1 The Board shall pay directly to each teacher the applicable portion of the Employment Insurance premium reduction rebate, and payment shall be made no later than June 1.

ARTICLE 17 TEACHER TRANSFERS

- 17.1 The Board supports the principle that teaching and administrative transfers be designed to best utilize the professional strengths of the teacher, best serve the needs of the students within the Sun West School Division and remain cognizant of and sensitive to the individual needs of the teacher involved.
- 17.2 In the event of a transfer initiated by the Division where the teacher is transferred at least 50 kilometers from the current school or office base, the Board will reimburse the teacher for reasonable and necessary moving expenses incurred in the transfer up to a maximum of \$2000.
- 17.3 Receipts for moving expenses shall be forwarded to the Board prior to reimbursement of expenses and no later than May 1 of the school year immediately following the Division initiated transfer.
- 17.4 In the event of transfer as a result of excess or redundant staff situations, within a school or within positions established to provide support to teachers and/or division students, 17.2 above shall not apply.
- 17.5 In the event of a teacher initiated transfer, 17.2 shall not apply.
- 17.6 In the event of a Division initiated transfer, the teacher being transferred will have an appeal process available to them, which will include a meeting between the teacher and Sun West School Division Board.

ARTICLE 18 GRIEVANCE PROCEDURE

18.1 For the purpose of this article, a grievance shall be as defined in *The Education Act, 1995*. This article is to deal with any questions regarding the interpretation, application or alleged violation of any article or sub-article of this agreement. It is believed that the best way to handle disputes or grievances is to encourage a focus on open communication between the parties involved.

18.2 Disputes Between a Teacher and the Board

18.2.1 Informal

18.2.1.1 The teacher or teachers concerned shall first endeavour to settle grievances with the individual responsible for the decision at a meeting to be held at a mutually agreed time and place.

18.2.1.2 Each party may be accompanied or represented by a person of their choice. The parties shall discuss the grievance, receive an explanation of the decision and attempt to resolve the dispute.

18.2.2 Formal

18.2.2.1 Step 1 – If a dispute still exists after the meeting, the teacher(s) involved shall refer the matter in writing to the Grievance Committee. The Committee shall consist of two (2) members of the Sun West Teachers' LINC and two (2) members designated by the Board. The written grievance must state:

18.2.2.1.1 The article of the agreement infringed upon or claimed to have been violated;

18.2.2.1.2 The nature of the grievance and the circumstances from which it arose; and

18.2.2.1.3 The resolution being sought.

18.2.2.2 The written grievance shall be submitted to the Director or designate within ten (10) teaching days of the individual having access to the information that would make them aware of the alleged act causing the grievance. The Grievance Committee shall meet and provide a decision to the aggrieved within ten (10) teaching days of receipt of the grievance.

18.2.2.3 Step 2 – If the aggrieved is still dissatisfied, the individual may within fifteen (15) days submit the grievance to arbitration as provided for in *The Education Act, 1995*.

18.2.3 Any time limits expressed in the grievance procedure may be extended by mutual agreement between the parties.

ARTICLE 19 SPECIAL ALLOWANCES

- 19.1 A teacher employed by the Board and appointed to the position of Supervisor shall be paid an allowance equal to fifteen per cent (15%) of salary. The allowance shall be pro-rated for positions of less than full time.
- 19.2 A teacher employed by the Board and appointed to the position of Consultant shall be paid an allowance equal to ten per cent (10%) of salary. The allowance shall be pro-rated for positions of less than full time.
- 19.2.1 A Consultant is defined as a teacher in a position requiring the majority of time being spent doing administration, coordination and supervision of division level programs and/or personnel.
- 19.3 A teacher employed by the Board and appointed to the position of Psychologist or Speech and Language Pathologist shall be paid an allowance equal to ten per cent (10%) of salary. The allowance shall be pro-rated for positions of less than full time.
- 19.4 When professional license and/or membership in a professional organization must be maintained as a condition of employment, with the exception of STF fees, the Board shall pay one hundred per cent (100%) of the license and/or membership fee for a teacher employed full time by the Board. When the teacher is employed less than full time, the Board shall pay the percentage of the license and/or membership fee corresponding to the full time equivalent (F.T.E.) employment of the teacher.

Signed this _____ day of _____, 2015.

SIGNED on behalf of the Teachers of the Sun West School Division No. 207 of Saskatchewan

Leith Larson
Chairperson

Deborah deCaux
Teacher Representative

Daniel Krause
Teacher Representative

Morgan Dingle
Teacher Representative

Alicia Hausauer
Teacher Representative

Brent Larwood
Teacher Representative

SIGNED on behalf of the Board of Education of the Sun West School Division No. 207 of Saskatchewan

Dr. Guy Tetrault
Director of Education

Michelle Leith
Human Resources Supervisor

Ryan Smith
Superintendent of Business

Janine Walker
Human Resources Officer

John Collins
Trustee Sun West School Division

Cathy Morrow
Trustee Sun West School Division

Memorandum of Agreement

Between

The Board of Education of the Sun West School Division No. 207 of Saskatchewan
(hereinafter referred to as "The Board")

And

The Bargaining Committee appointed by the Teachers of the Sun West School Division
No. 207 of Saskatchewan (hereinafter called "The Teachers")

RE: Preparation Time

A task force representative of teachers and school-based administrators (up to 5), division leadership team (up to 3) and one trustee, will be established in the fall of 2015 to examine teacher preparation time within school time tables.

1. The task force will examine the actual teacher preparation time (any time within the school day when teachers are not assigned to students or a task) in each division school and produce a document that presents the percentage of each teacher's preparation time and how that preparation time is provided for each school.
2. The task force will then make recommendations of what decisions need to be made by Sun West in order to ensure teachers have preparation time scheduled into school time tables for implementation during the 2016-2017 school year and beyond.
3. This report will be presented to the Board of Education and the Sun West Teachers' Association Executive by the December 2015 Board meeting date.

Signed this _____ day of _____ 2015.

ON BEHALF OF:

The Board of Education of the
Sun West School Division No. 207

Sun West Teachers' Association
