

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE BOARD OF TRUSTEES OF THE PARKLAND SCHOOL DIVISION ("Parkland")**

**AND**

**THE ALBERTA TEACHERS ASSOCIATION (the "Association")**

(Collectively, the "Parties")

**WHEREAS** the communities of Mikisew Cree First Nation, Athabasca Chipewyan First Nation and the Fort Chipewyan Métis Association are currently developing a community-based education authority in the Fort Chipewyan area;

**WHEREAS** the Northland School Division ("Northland") provided educational services and programming to the students living within the Fort Chipewyan area ("Students") at the Athabasca Delta Community School ("School");

**WHEREAS** effective the start of the 2022-2023 school year, and more specifically the first (1<sup>st</sup>) day of September 2022 ("Start Date"), for a five-year period up to and including the 2026-2027 school year, Parkland will serve as the interim school authority and the resident school board for the Students within the Fort Chipewyan area;

**WHEREAS** the provision of educational services and programs to the Students by Parkland at the School, in its role as resident board for the Students, constitutes a temporary arrangement ("Temporary Arrangement");

**WHEREAS** effective the Start Date, Parkland shall employ those teachers previously employed by Northland who taught at the School in the 2021-2022 school year and wish to continue teaching at the School (effective the Start Date) as employees of Parkland (collectively, the "Existing Teachers");

**WHEREAS** effective the Start Date, Parkland shall employ other persons who require a teaching certificate as a condition of employment in order to staff the School (the "New Teachers");

**WHEREAS**, subject to the terms set out in this Letter of Understanding and the applicable provisions of the 2018-2020 collective agreement between Northland and the Association, subject to the amendments made by the September 1, 2020, to August 31, 2024, Central Table Memorandum of Agreement ("Northland Collective Agreement"), Parkland shall continue to administer, interpret and apply its policies and procedures in relation to the Existing Teachers and the New Teachers (collectively, the "Athabasca Teachers") in accordance with its standard policies and procedures, as amended from time to time;

**WHEREAS** Parkland and the Association wish to set out their mutual understanding of the employment arrangement for the Athabasca Teachers who shall be employed by the Parkland effective the Start Date;

The Parties agree to the following, which reflects their mutual understanding:

1. Subject to any agreed upon exceptions, effective the Start Date,
  - a) Parkland shall be the employer of the Athabasca Teachers, and the Athabasca Teachers shall be employed by Parkland; and
  - b) the Athabasca Teachers shall be subject to the Northland Collective Agreement in the form that is attached as Appendix "A" to this Letter of Understanding; and
  - c) to ensure clarity, the collective agreement between Parkland and the Association shall not apply to the Athabasca Teachers, except as specified in this Letter of Understanding.
2. The Athabasca Teachers shall be subject to an employment contract with Parkland effective the Start Date. It is the intent of the Parties that all and any rights under the current employment contract between the Existing Teachers and Northland shall be continued under the employment contract between the Athabasca Teachers and Parkland.
3. The policies and procedures of Parkland apply to the Athabasca Teachers. However, to the extent any Northland policy or procedure, that existed on/at the Start Date, is more beneficial than a similar policy or procedure provided for teachers at Parkland, the Northland policy or procedure shall apply where possible and reasonably practicable and to the extent of the more beneficial aspect/component.
4. Parkland shall hire, on the basis of a continuing contract of employment, two Existing Teachers who worked for Northland, as agreed with the Association.

The New Teachers (at or around eleven teachers) shall be hired by Parkland to work at the School pursuant to a contract of employment that is in accordance with the *Education Act*. To ensure clarity, the New Teachers are covered by this Letter of Understanding.

5. To ensure consistency in its policies and procedures with its teachers throughout the school division, Parkland will implement the following changes (notwithstanding that said changes may constitute a change to a current Northland procedure or the Northland Collective Agreement):

- a) Parkland will use one consistent pay date for all teachers within the school division, including in relation to the Athabasca Teachers, that is in accordance with the collective agreement between Parkland and the Association, as amended by the September 1, 2020 to August 31, 2024 Central Table Memorandum of Agreement; and
- b) Parkland will use one consistent electronic direct bank deposit system for all teachers within the school division, including in relation to the Athabasca Teachers.

Parkland will consult with the Association, or the Association will consult with Parkland, about any additional changes that may need to be made for consistency purposes and any such changes shall only apply to the Athabasca Teachers if agreed to by both parties.

6. This Letter of Understanding is effective the 1<sup>st</sup> day of September 2022.
7. The Parties agree that this Letter of Understanding shall remain in effect for the duration of the 2018-2020 collective agreement between Parkland and the Association, as amended by the September 1, 2020, to August 31, 2024 Central Table Memorandum of Agreement, unless otherwise agreed to in writing by the parties subject to any amendments to this LOU as collectively bargained and agreed to by the Parties during local bargaining.

Signed the 1 day of June, 2023.

For the Alberta Teachers' Association

Per: \_\_\_\_\_



Sean D Brown

Associate Coordinator, Collective Bargaining  
Teacher Employment Services

For the Parkland School Division

Per: \_\_\_\_\_



Shauna Boyce

Superintendent of Schools