### LETTER OF UNDERSTANDING

#### Between

# SCHOOL DISTRICT NO. 50 (HAIDA GWAII) / BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

(the "Employer")

### And

## HAIDA GWAII TEACHERS' ASSOCIATION / BRITISH COLUMBIA TEACHERS' FEDERATION

(the "Union")

(collectively, the "Parties")

### Re: Article B.2 - Section 9A CALL OUT

"Certified teachers shall be given first call for substitute assignments."

NOT WITHSTANDING Article B.2 – Section 9A, the Parties agree the call out process for Haida Language and Culture Teachers only, will be amended as follows and is subject to the terms set out below:

- 1. The Parties acknowledge and agree that the purpose of this Letter of Understanding ("LOU") is to promote greater inclusion of Haida Language Speakers in Haida Language classrooms.
- 2. This LOU is effective for the 2024/2025 school years only and shall expire on June 30th, 2025. Prior to expiration of this LOU, the School District and the Haida Gwali Teachers' Association ("HGTA") will meet to determine whether the Parties wish to renew this LOU for subsequent school years and if so, the terms of that renewal.
- 3. At the beginning of each school year, the School District and HGTA will meet to review a list of preferred certified or non-certified TOC's for Haida Language and Culture Teachers for each school. The intention of this LOU is to have persons on this list who are of Haida ancestry and/or have demonstrated Haida Language and Culture experience. The list

will be vetted for suitability by mutual agreement between the School District and HGTA.

Certified teachers on the list will be given first call. Where no certified teacher on the list is available to replace an absent Haida Language and Culture Teacher,-Article B.2.9.a may be waived to permit daily callout of another TOC who is on the list.

- 4. The Employer will encourage persons on the list to apply for a "First Nations Language Teacher Certificate".
- 5. The Parties further agree that this LOU does not waive the requirement to apply for a Letter of Permission when positions cannot be filled by certified teachers.
- 6. The Parties agree that this LOU does not modify any other term or condition of the Parties' Collective Agreement or any other agreement between the Parties unless expressly referred to in this LOU.
- 7. This LOU is without prejudice and precedent to the position of either Party on any matters and may only be relied upon for the enforcement of its terms.

Date

SD 50 (Haida Gwaii)

Date

HGTA

Oct 26,2024

Date

**BCPSEA** 

Date

Oct 30, 2024

**BCTF**