

Memorandum of Agreement

The Ontario Secondary School Teachers' Federation,
District 13 (hereinafter referred to as "The Union")

- and -

Durham District School Board
(hereinafter referred to as "The Employer")

WHEREAS the Employer intends to pilot a hybrid (combination of central and/or school based) elearning school in the 2018-2019 school year;

AND WHEREAS the Union and the Employer have engaged in discussions about this pilot and it is understood that the following language applies to the 2018-19 school year only;

IT IS THEREFORE AGREED AS FOLLOWS:

1. Secondary school students under 21 years of age taking credit courses through an elearning course shall be recorded on the day school register and shall be assigned to a class, which is one of the six classes assigned to a teacher of the Teachers' Bargaining Unit. Credits offered through elearning shall be conducted according to the Education Act and Regulations that apply to regular day school courses. This will be prorated for half time teachers.
2. A course for secondary school credit, delivered through elearning, shall be subject to the class size guidelines in Article L9.04.
3. All lesson preparation, teaching, monitoring, assessment, evaluation, testing and reporting of marks for students taking elearning courses shall be the responsibility of the teacher assigned to the elearning class.

4. All job postings for elearning credit courses shall be posted in accordance with Article L4 of this Collective Agreement.
5. A teacher must apply for an elearning class through Apply to Education and only permanent teachers are eligible during this pilot.
6. All elearning positions shall be filled internally through the Composite rounds. Should an elearning position not be filled internally, the Board and the union will review the circumstances to determine the best way to assign the elearning course.
7. Thirteen (13) of the elearning courses during this pilot are above complement.
8. A teacher cannot teach more than three (3) elearning classes in a school year. For a half time teacher, this shall be prorated to no more than one (1) elearning class in a school year.
9. Teacher FTE shall not be reduced as a result of the offering of elearning courses within the Board.
10. A teacher instructing an elearning class shall be assigned a work location in the member's secondary school with all the necessary resources for teaching an on-line course.
11. The Board shall provide appropriate support personnel to maintain and repair hardware/software and computer networks in order to deliver elearning courses. Should an issue arise during the supervision of exams, the Board will provide technical support upon request of the elearning teacher.
12. Exams for elearning shall occur during the exam week of the teacher's home school and it is understood that there will be a standard exam date for all elearning courses.
14. A teacher teaching elearning courses shall correspond with students only through a Board server or elearning Ontario website. For clarity, it is understood that teachers

may correspond with students via a third-party application (i.e. *Turn It In*), phone call or Board email as appropriate.

15. The workload provisions set out in Article L9 of the collective agreement shall apply to any elearning teacher.
16. The maximum combination of credits in an elearning course shall be two (2).
17. Absent teachers with elearning on their timetable must be replaced fully (according to their FTE) by an Occasional Teacher.
18. The Board agrees to provide the Bargaining Unit with all information pertaining to enrolment, credit attainment, and staffing of credit courses offered through elearning and any statistics gathered by the end of the pilot that will help assess the success of the pilot project.
19. The Board and District 13 agree to explore the operation of current and future elearning programs with the purpose of examining all information pertaining to enrolment, staffing, teacher workload, teacher working conditions, funding and costs of credit courses offered by electronic delivered curriculum.
20. A member teaching elearning courses will report to the elearning Principal for those courses and shall be evaluated by the elearning Principal, in collaboration with the teacher's home school Principal where applicable, if the member chooses an elearning course as the observation course for their TPA.
21. The teacher shall receive training on the delivery of courses on the elearning platform before beginning their assignment and as needed during the assignment.
22. The teacher is not responsible to provide technical support to students accessing the on-line learning environment.

23. No teacher shall be required to work beyond the regular school year as a result of a student's failure to complete the course requirements. Reporting periods shall be determined by the Ontario eLearning Consortium.

24. Should the DDSB decide to continue to run the elearning program in subsequent school years as an extension of the pilot or as a permanent program, the Union and the Employer shall meet prior to the spring staffing process to agree on language.

25. The parties agree that this agreement is without prejudice or precedent to the language in the collective agreement.

Dated at Whitby, this 18 day of September 2018.

For the Union:

A. Sabbagh.

Thys Kelly

For the Employer:

M. Fein

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