

Agreement Between the

Board of Education of School District No. 83 Ɓwsaltktnéws ne Secwepemcúl'ecw
(Hereinafter referred to as the “the Board”)

And

North Okanagan-Shuswap Teachers’ Association (NOSTA)

(Hereinafter referred to as “the Association”)

Re: Reconfiguration Staffing May 2025 - June 2027

Whereas the Board will be reconfiguring certain schools in the North Okanagan Shuswap School District (the “School District”) located in the Salmon Arm area of the School District;

And Whereas the Board and the Association wish to mutually agree upon certain processes to address staffing considerations for certain teachers impacted by the reconfiguration.

And Whereas, the Board and the Association are committed to supporting affected teachers through this transition, including through the implementation of the provisions of this Agreement to assist them in securing new teaching positions that affected teachers may require as a result of the reconfiguration of schools;

Accordingly, the Board and the Association agree as follows:

1. The posting and filling process for vacant positions established in Article E.21 of the Collective Agreement shall continue to apply, subject to the additional processes set out in this Agreement which will apply to posting and filling positions between May 2025 through the Spring post and fill process for the 2027-2028 school year.
2. In this Agreement
 - a. “Affected Teachers” means:
 - i. teachers who hold continuing positions at Shuswap Middle School (SMS);
 - ii. continuing Grade 8 teachers at Salmon Arm area feeder schools;
 - iii. continuing Grade 6-8 teachers at Carlin Elementary/Middle School;
 - iv. continuing Bastion Elementary French Immersion and Non-Enrolling Teachers; and
 - v. continuing Salmon Arm Secondary French Immersion Teachers.

- b. "Salmon Arm area feeder schools" means:
 - i. Silver Creek Elementary;
 - ii. Rancho Elementary;
 - iii. South Canoe Elementary; and
 - iv. North Shuswap Elementary.
 - c. "Optional Deferred Start Position" means a position identified in the posting as an "Optional Deferred Start Position." A successful candidate for an Optional Deferred Start Position who is an Affected Teacher may defer commencing the duties of that position until the start of the 2026-27 or the start of the 2027-28 school years, at their option.
3. The following process will apply to the posting of vacancies for the duration of this Agreement:
- a. Vacancies will be clearly identified as a "Optional Deferred Start Position" or as a "Not Eligible for Deferred Start Position" within the posting. In consultation with the Association, some vacancies with identified recruitment challenges may not be eligible for a deferred start.

Spring 2025

- b. All schools will post vacancies to commence September 2025 in accordance with Article E.21 Posting and Filling: Vacant Positions, subject to the following additions:
 - i. Affected Teachers who are selected as successful applicants for Optional Deferred Start Positions may defer their start in that position until no later than September 1, 2027. The Optional Deferred Start Position will be posted as a temporary vacancy, yearly, until the successful applicant elects to fill it;
 - ii. the Affected teacher will be considered a continuing teacher in the school where they have accepted an Optional Deferred Start Position for the purposes of the application of Article E.22 Teachers Declared Surplus of the Collective Agreement, and the procedures under that provision shall apply to the Affected Teacher;

- iii. Wherever possible, all new intermediate elementary school positions that result from reconfiguration will be posted as continuing positions so that all potential applicants may apply;
- iv. Wherever possible, new grade 8, 11 and 12 positions at J.L. Jackson ("JLJ") Secondary, and grade 8, 9, 10 positions at Salmon Arm Secondary ("SAS") that result from reconfiguration, will be posted as continuing so that all potential applicants may apply.

Late Fall 2025

- c. In consultation with the Association, the Board will post all new predicted positions resulting from reconfiguration for application by Affected Teachers only.

666083.001/10127i.08J3LJ1and SAS will post predicted positions for September 2026 and September 2027 as Optional Deferred Start Positions. Only Affected Teachers may apply.

- ii. K-5 schools will post predicted positions for September 2026 as Optional Deferred Start Positions. Only Affected Teachers may apply.
- iii. If there are no successful applicants for predicted positions:
 - 1. September 2026 positions will be posted as part of Spring staffing 2026; and
 - 2. September 2027 positions will be reposted as part of late fall 2026 predicted postings.

Spring 2026

- d. All schools will post vacancies to commence September 2026 in accordance with Article E.21 Posting and Filling: Vacant Positions, subject to the following additions:
 - i. Affected Teachers who are selected as successful applicants for Optional Deferred Start Positions may defer their start in that position until no later than September 1, 2027. The Optional Deferred Start Position will be posted as a temporary vacancy for one year;

- ii. the Affected teacher will be considered a continuing teacher in the school where they have accepted an Optional Deferred Start Position for the purposes of the application of Article E.22 Teachers Declared Surplus of the Collective Agreement, and the procedures under that provision shall apply to the Affected Teacher;
- iii. Wherever possible, all new intermediate elementary school positions that result from reconfiguration will be posted as continuing so that all potential applicants may apply;
- iv. Wherever possible, new grade 8, 11 and 12 positions at JLJ and the grade 8, 9, and 10 positions at SAS that result from reconfiguration will be posted as continuing so that all potential applicants may apply.

Late Fall 2026

- e. In consultation with the Association, the Board will post all new predicted positions resulting from reconfiguration for application by Affected Teachers only.
 - i. JLJ and SAS will post predicted positions for September 2027
 - ii. K-6 schools will post predicted positions for September 2027

Spring 2027

- f. All schools will post vacancies to commence September 2027 in accordance with Article E.21 Posting and Filling: Vacant Positions. Successful applicants will begin their new positions in September 2027.
4. The following additional provisions shall apply to Bastion Elementary French Immersion (FI) enrolling teachers:

Fall 2025

- a. The Board will poll Bastion Elementary French Immersion Program parents to determine the anticipated number of students that will remain in the French Immersion Program for the 2027-2028 school year (the "FI Parent Survey").

- b. If the FI Parent Survey or other data indicates an anticipated drop in French Immersion student numbers, French Immersion positions at Bastion Elementary and SMS for the 2026-27 and 2027-28 school years may be posted as temporary. Recruitment issues will be considered in the decision to post as temporary or continuing.

April 2027

- c. If a K-5 French Immersion teacher surplus occurs at Bastion Elementary, the surplus process will be completed as outlined in Article E.22 Teachers Declared Surplus, based on Bastion Elementary's seniority list including both French and English program teachers.

May 2027

- d. Teachers retained in the French Immersion program will be moved through Employer Initiated Transfers to the new French Immersion School beginning September 2027 in accordance with Article E.25 Employer Initiated Transfers.
5. The following additional provisions shall apply to non-enrolling continuing teachers at Bastion Elementary and SMS:

Early April 2027

- a. All remaining non-enrolling teachers at SMS and Bastion Elementary, who have not posted into an Optional Deferred Start Position, will be declared surplus.

Early May 2027

- b. Before Spring staffing, the Board will provide the Association a list of non-enrolling positions that will remain at Bastion, and any non-enrolling positions at the new French Immersion School that will begin September 1, 2027.
- c. The Board and the Association will consult with the non-enrolling teachers identified in paragraph 5.a with a view to placing them in the positions identified in paragraph 5.b by seniority and qualifications.

6. The following additional provisions shall apply to Shuswap Middle School French Immersion Teachers:

Spring 2026

- a. If the number of teachers at SMS exceeds the staffing allocation assigned to SMS for the Fall of 2026, the surplus process will apply as outlined in Article E.22 Teachers Declared Surplus, based on the SMS seniority list including both French and English program Teachers.

April 2027

- b. The Board will provide the Association a list of all grades 6-7 positions for the new French Immersion school, that begin September 1, 2027. The Board and the Association will consult with the remaining SMS FI Teachers with a view to placing them in the positions identified in paragraph 6.a by seniority and qualifications.
 - c. Any remaining SMS French Immersion teachers not placed in 6.b will be declared surplus.
7. The following additional provisions apply to teachers with 7-years at Same School status (7YSS), as referenced in Article E.21.4.b and LOU Re: Posting and Filling: Vacant Positions:
- a. If any Affected Teacher chooses to use their 7YSS status to obtain a continuing position through the posting process during the term of this Agreement, the 7YSS status will not be retained.
 - b. Any Affected Teacher who has already achieved 7YSS status and does not use it to obtain a continuing position through the posting process will retain that status upon accepting a new position and will keep this status until they choose to use it when applying for a future position after 2027.
 - c. Any Affected Teacher with progress towards 7YSS status will retain their progress and continue to accrue time towards their 7YSS status when they accept a new continuing position. This provision applies for one new continuing position only.

8. Any Affected Teacher who is declared surplus due to reconfiguration will retain their surplus status until they successfully post into a continuing position, in accordance with Article E.21 Posting and Filling: Vacant positions. The Board will maintain a list of such teachers and share it with the Association on a regular basis.
9. The parties agree to consult in a timely way on any situation arising related to reconfiguration that is not covered by this Agreement or current Collective Agreement
10. This Agreement is without precedent and prejudice and is in effect from the signing date until June 30, 2027. If both parties are in agreement, the terms of this LOU can be renegotiated at any point during the term. The parties agree to continue to meet as necessary to address issues that may arise concerning this Agreement.
11. The parties agree that provided the terms of this Agreement are met that no grievances will be filed in relationship to the subject matter of this Agreement.