

MEMORANDUM of AGREEMENT

Between:

School District #33 ("The District") And  
Chilliwack Teachers' Association ("The Local")  
(Collectively referred to as "the Local Parties")

RE: Remedy and Information Provision

WHEREAS the Employer (BCPSEA on behalf of School District #33) and the Union (BCTF on behalf of the Chilliwack Teachers' Association) signed a memorandum of agreement on March 9, 2017 that restored contract provisions and provided remedy for non-compliant classes

WHEREAS the District was not able to provide remedy as per MOA article 24(C)(i)(ii)(iii) to teachers who had remedy owing during the 2017-2018 school year by June 30th, 2018;

WHEREAS the District and the Local did not come to any agreement on the option of other remedies (MOA article 24(C)(iv))

Therefore, the local parties agree that:

Unused remedy which remains outstanding and credited to specific teachers from the 2017-2018 school year will be converted to a dollar amount using the values and formula stated on page 10 of BCPSEA's "Step-by-Step Guide: Remedies for Non-Compliance with Class Size and Composition Limits" dated October 2017. The amounts will be reported to teachers and to the CTA by *September 15, 2020*.


1. Teachers who are owed remedy will be able to purchase teacher/classroom resources. Such resources are the property of the District, but will continue in the possession of the teacher even if they move schools within the district. All resources must be purchased through the School District purchasing department by *December 18, 2020*.
2. As of *January 29, 2021*, the District will report to the CTA and to teachers the value of any unspent/un-accessed remedy funds. These funds will be forwarded to the Local and placed into "Individual Remedy Funds". Monies from the "Individual Remedy Funds" will be used to support teacher professional development activities.
3. "Individual Remedy Funds" will be maintained by the CTA until the teacher resigns, retires, or is terminated from the District.
4. Upon resignation, retirement, or termination from the District, a teacher's unused Remedy Funds will be transferred from their "Individual Remedy Fund" into the general Professional Development Fund.

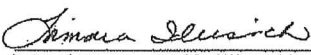
The terms of this agreement will be effective *July 15, 2020* and will expire on *January 29, 2021*.

The parties agree that without prejudice or precedent this Agreement fully resolves all issues in dispute regarding remedy for the 2017-2018 school year. It is understood that for the valuable consideration expressed herein, the parties to the collective agreement will not make any further claims or take any proceedings whatsoever against the other party. Nothing in this clause precludes either party from taking action to enforce the terms of this agreement. It is also understood that these terms of settlement apply only in School District 33 (Chilliwack) and are not binding on any other district.

Signed this 9<sup>th</sup> day of July, 2020

  
Chilliwack Teachers' Association

  
On behalf of the BCTF

  
School District 33 (Chilliwack)

  
BCPSEA