

MEMORANDUM of AGREEMENT

Between

School District No.33 (the District”) and

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 the 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 2021-22 school year by June 30th, 2022;

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 2021-22 school year (see attached lists) will be converted to a dollar amount using the formula stated on page 10 of BCPSEA's “Step-by-Step Guide: Remedies for Non-Compliance with Class Size and Composition Limits” dated October 2019 and the applicable years' average teacher salary. The amount will be reported to teachers and to the CTA by *June 30, 2022*.

1. Teachers who are owed remedy will be able to choose from two options:
 - a. Purchase classroom resources up to December 16, 2022. (Resources remain the property of the district but move with the teacher if they change schools.). Any remaining funds after December 16, 2022 will be forwarded to the CTA by January 20, 2023 and placed into “Individual Remedy Funds”. Monies from the “Individual Remedy Funds” will be used to support teacher professional development activities.
 - b. All funds will be transferred directly into “Individual Remedy Funds” to be used to support teacher professional development activities. Funds will be transferred by the District to the CTA by September 1, 2022 with a list of teacher names and individual amounts.
2. “Individual Remedy Funds” will be maintained by the CTA until the teacher resigns, retires, or is terminated from the District.
3. 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 *June 30, 2022*, and will expire on *June 30, 2023*.

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 29th day of June, 2022.


Chilliwack Teachers' Association


School District 33 (Chilliwack)