

LETTER of UNDERSTANDING

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, now referred to as Letter of Understanding No. 12 (Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language);

AND WHEREAS the District seeks to provide remedy as per LOU 12 article 16 (C)(i)(ii)(iii)(iv) to teachers who are owed remedy during the 2023-24 school year between October 1, 2023 and June 30, 2024.

Therefore, the local parties agree that:

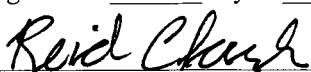
Remedy owed which remains outstanding and credited to specific teachers from the 2023-24 school year (see attached lists) will be converted to a dollar amount using the formula stated on page 9 of BCPSEA’s “Step-by-Step Guide: Remedies for Non-Compliance with Class Size and Composition Limits” dated December 2019 and the applicable years’ average teacher salary.


1. The amount of remedy owed will be reported to affected teachers and to the CTA on a monthly basis between November 2023 and June 2024. For example, remedy owed for the month of October 2023 will be reported during the month of November 2023.
2. Teachers who are owed remedy will determine which of the following remedies will be awarded:
 - a. Additional preparation time for the affected teacher (available up to June 30, 2024).
 - b. Additional non-enrolling staffing added to the school specifically to work with the affected teacher’s class (available up to June 30, 2024).
 - c. Additional enrolling staffing to co-teach with the affected teacher (available up to June 30, 2024).
 - d. “Individual Remedy Funds” used to support the affected teacher’s professional development activities. These “Individual Remedy Funds” will be maintained by the CTA until the teacher resigns, retires, or is terminated from the District, upon which time a teacher’s “Individual Remedy Funds” will be transferred into the general Professional Development Fund.
3. Once a teacher has selected a remedy option from the above list, this option will apply for all remedy owed to the affected teacher between October 1, 2023 to June 30, 2024.
4. By no later than May 31, 2024, the District and the CTA will meet to discuss the available options for outstanding remedy beyond the 2023-24 school year.

The terms of this agreement will be effective November 23, 2023 and will expire on June 30, 2024.

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 23rd day of November, 2023.


Chilliwack Teachers’ Association


Olivia Pate, HR Manager
School District 33 (Chilliwack)