

# LETTER OF AGREEMENT

between

**SCHOOL DISTRICT NO. 36 (SURREY)**

and

**SURREY TEACHERS' ASSOCIATION**

## RE: INVESTIGATIONS

The parties recognize that it is in their mutual best interest to solve potential disciplinary issues at the lowest level possible, thereby minimizing the disruption to employees, principals and schools.

Given

- The STA members' rights to representation as per Article 5
- The recognition by the parties that there are situations where it is legitimate for the Board to discipline teachers
- That as teachers are trained professionals, the disciplining of teachers is a relatively rare occurrence
- That serious allegations which would almost certainly lead to disciplinary actions being taken, would generally require the issuance of a letter of investigation as per Article 56.20, and
- That there may be appropriate alternatives to disciplinary action that would effect a desirable behavioral change while maintaining the professional dignity and reputation of the teacher, the principal may choose to follow a non-disciplinary process.

Therefore, without prejudice to their respective positions, the parties agree to the procedural guidelines outlined below:

- In the event that a situation arises regarding concerns or allegations involving a teacher, the principal may meet with the teacher and a STA representative to discuss the issuance of a formal notice of investigation pursuant to article 56.20. The teacher and/or the teacher's representative may make representations to the principal at the meeting regarding the issuance of a formal letter of notice of investigation. The principal may then decide to not issue the letter. This meeting will not be considered a breach of the disciplinary process.

- If the principal feels that a situation may best be resolved by clarifying the concerns or allegations, the teacher and an appropriate STA representative may meet with the principal to discuss the situation without the issuance of the investigative letter.
  1. This meeting may result in the immediate resolution of the situation;
  2. This meeting may result in the principal offering advice and suggestions to the teacher;
  3. This meeting may result in an agreed upon course of action such as mediation, in-service, counseling, leave of absence, transfer, etc.;
  4. A supervisory direction may be provided by the principal including a letter of expectation or direction.
- However, if during the course of the meeting, the principal feels that the matter should be addressed as part of the disciplinary process, then the meeting will be adjourned immediately and re-convened as per Article 56.21. Under those conditions this initial meeting would not be viewed by either party as a breach of the disciplinary process.
- Investigative letters issued under Article 56.23 will be retained in a separate file at Human Resources unless the investigation results in disciplinary action being taken in which case all correspondence will be entered into the employee's personnel file.
- Letters of expectation or direction are not considered to be disciplinary and will not be retained in the employee's personnel file. These will be referred to solely for the purpose of proof that the employee had been advised about the standard of conduct in issue, should that become an issue in any future proceeding.
- The enclosed flow chart is intended to be a guide for the management of potential disciplinary situations.

Upon giving 60 days notice, either party may choose to withdraw from this agreement. This document will not be used or referred to in any other forum save and except for the enforcement of this agreement.

Signed this 25<sup>th</sup> day of May, 2010 in Surrey, B.C.

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For the Board

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For the Association