

Letter of Agreement

Between

School District #36 (Surrey) (The District)

And

Surrey Teachers' Association (The Union)

Re: Letter of Understanding 12 – Other Forms of Remedy & Carry over of unused Remedy

The parties hereby agree to the following "other remedies that the local parties agree would be appropriate" as per Section 16 C of the Letter of Understanding 12 Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language

1. Monetary Payments as follows:
 - a. To Employees who have Resigned, Retired or have been Dismissed between July 1, 2021 and June 30, 2022 who continue to be owed Remedy at the conclusion of their employment with the District;
 - b. To Employees who are on full Leave of Absence for all or part of the 2021/2022 school year with an anticipated return to work date of March 1, 2022 or later;
 - c. To Employees in TTOC positions who are not in assignments as per Appendix A

2. In lieu time as follows:
 - a. In lieu time may be taken up to and including June 24, 2022.
 - b. In lieu time must be taken in full-day increments with the minimum increment being one full day (elementary full day = 300 minutes per day; secondary = 325 minutes per day).
 - c. The staffing required to deliver in lieu time as a remedy must not come from the existing staff of the school. In lieu time will be delivered by teachers in remedy positions or Teachers Teaching on Call when required.
 - d. Teachers accessing in lieu remedy will check in with the school administrator no later than 30 minutes prior to the start of the school day to ensure remedy teacher coverage. If there is no coverage, the teacher will report work in a timely fashion. The administrator will arrange temporary coverage until the teacher's arrival by activating the school's established fail to fill coverage plan. The remedy will be deemed undelivered.

3. Transfer of unused 2020-2021 Remedy
 - a. Teachers with unused Remedy are permitted to choose to transfer all or portions of their minutes to other teachers for their use in accordance with permitted forms of accrued remedy.
 - b. Teachers choosing to transfer any of their Remedy minutes will notify their school administrator by email of their intentions and specify to which teacher they are transferring minutes.
 - c. Remedy minutes will be deducted from the teacher who is transferring minutes.

- d. Remedy minutes transferred from one teacher to another cannot be used for in lieu time as provided in 1) above.
- e. All such transfers are final.

4. Carry over of unused 2020-2021 Remedy

- a. The following forms of remedy will be permitted for any accrued remedy that has not been provided as of June 30, 2021 and are available for teachers to access as of September 13, 2021
 - i. Additional preparation time for the affected teacher;
 - ii. Additional non-enrolling staffing added to the school specifically to work with the affected teacher's class;
 - iii. Additional enrolling staffing to co-teach with the affected teacher;
 - iv. Other remedies that the local parties agree would be appropriate as enumerated in 1) and 2) and 3) above, or that the parties may agree to in the future.

This Agreement is without prejudice and without precedent except as to the application of its terms and, in particular, will not be referred to or relied upon by either party in any other interpretive issue, grievance, consultation, or collective bargaining process in the future.

Agreed to this 22 day of June 2021



On behalf of School District No. 36 (Surrey)



On behalf of the Surrey Teachers' Association