

Between

Board of Education of School District No. 36 (Surrey) ("School District")

(the "School District")

And:

Surrey Teachers' Association ("STA")

(the "STA")

CONSENT ORDER

Whereas:

- A. The parties' practice has been to enter into annual agreements concerning alternate remedies under LOU 12. An agreement for the 2022/2023 school year was reached on June 20, 2022.
- B. During negotiations for a local agreement respecting alternate remedies under LOU 12 for the 2023/2024 school year, the School District indicated it did not wish that agreement to include cash payouts for teachers who had retired or resigned.
- C. On July 10, 2023, the STA filed local grievance number 22-23-038 at Step 3 alleging that the Employer violated the Collective Agreement when it refused to agree to provide remedy owed to teachers who retired or resigned from their employment in the district (BCTF No. 36-2024-0001).
- D. No alternate remedy agreement was reached for the 2023/2024 school year due to the respective positions of the STA and the school district concerning cash payouts for teachers who had retired or resigned.
- E. On October 15, 2024, the STA filed local grievance number 24-25-008 alleging that the Employer failed to provide remedy to teachers who have retired or resigned from the District (BCTF No. 36-2025-0001) (together, the "Grievances").
- F. The parties have identified a mutual interest in facilitating the meaningful use by teachers of remedy to which they are entitled pursuant to LOU 12, during each school year in which it is

earned and to avoid the accumulation of remedy by teachers year over year wherever possible.

Now therefore the Parties agree to fully and finally resolve the Grievances under the terms set out in this Consent Order:

Options for Remedy Taken During the School Year

1. In addition to the remedy options that may be selected by a teacher listed in Article 16.C. (i)-(iii) of LOU No. 12, the STA and School District agree, pursuant to Article 16.C (iv) of LOU No. 12, that the following remedies are also appropriate and may be selected by a teacher:

a. Purchasing of Teacher/Classroom Materials or Technology

- i. Teachers may choose to apply the monetary value of their remedy minutes towards School District approved technology or materials in accordance with the conditions below.
- ii. A teacher may select technology or materials for classroom or teaching preparation purposes, in accordance with applicable ordering timelines, which would not otherwise be purchased by the School District pursuant to applicable policies, from the School District catalogues for "Learning Resources and Computers – Apple or Dell", as amended, and, if pre-approved, from other district catalogues.
- iii. A teacher who has been provided with technology or materials under this provision will have a right to possession and use of such technology or materials while they are working in the School District.
- iv. The Employer will provide clear communication to teachers at the start of every school year as to the deadlines, processes and rules for ordering technology or materials, including:
 - (1) A summary email; and
 - (2) Access to a SharePoint document teachers can review at any time.

b. Tuition

- i. Teachers may choose to apply the monetary value of their remedy minutes towards tuition to advance their degrees or certification relevant to their teaching career. The School District will reimburse such teachers upon proof of payment of such tuition within the calendar year. Coursework

funded by this provision may not be scheduled during instructional days or time. For transitional purposes, teachers submitting receipts by January 31, 2026 may claim tuition paid for in the entire 2025 calendar year.

c. Pooled School Remedy Fund

- i. Teachers may choose to allocate their remedy to a pooled remedy fund for their school to be deployed by the school principal in consultation with the staff committee, in a manner that supports working and learning conditions in the school.

2. In addition to the options set out in paragraph 1 above, and for the 2025/2026 and 2026/2027 school years only, teachers may also select Lieu Days in accordance with the following:

a. Lieu Days

- i. If a teacher has accumulated the equivalent of four or more school days of remedy, and the teacher provides at least 30 days' notice to the Employer of the dates they wish to take, the teacher may choose to take paid leave as a "lieu day."
- ii. The Employer will provide at least ten (10) days' notice of an approved Lieu Day.
- iii. The number of minutes of instructional time applicable to the teacher taking the Lieu Day will be deducted from their accumulated remedy owed for each lieu day taken.
- iv. The Employer will not cancel lieu days once approved and scheduled unless the replacement teacher cancels and the Employer is unable to find another replacement teacher.
- v. Lieu Days must be taken in full day increments and will be limited to five (5) days per teacher per year.
- vi. Lieu Day may not be taken in the week before or after Winter or Spring Break and may not be taken on Fridays or the day before a professional development day.

b. Lieu Days must be taken prior to June 30, 2027.

3. Teachers must choose one of the remedy options listed in this Order for the school year by the deadline established by the School District in consultation with the STA. Where a teacher

selects preparation time as their remedy, the School District will determine the preparation time remedy schedule, subject to the following conditions:

- a. The District will give at least two (2) clear school days' notice of any preparation remedy schedule;
- b. Preparation time must be scheduled during a time when the teacher would normally be supervising students, however this does not mean that unexpected student absence – such as a snow day – will nullify previously scheduled preparation time.
- c. Except where a teacher's accumulated remedy time is less than the applicable number of minutes below, preparation time must not be provided in units of:
 - i. less than 30 minutes for teachers in Elementary Schools; and
 - ii. less than one block for teachers in Secondary Schools.
- d. If the teacher identifies an important education-based conflict with the scheduled preparation time, the District will make all reasonable efforts to address the conflict.

4. Wherever practicable and subject to any limitations expressly set out in this Order, where a teacher has selected one of the options listed in this Order, the School District must provide that remedy to the teacher within the school year in which it is earned.

5. This Order is intended to result in the vast majority of remedy being provided to teachers during the school year in which it was earned and the remainder being provided before the end of that calendar year.

Alternate Remedy To Be Provided For Remedy Remaining Beyond June 30th

6. Beginning in the 2026/2027 School Year, if the District has not provided the full remedy owing in a school year by June 30th, the teacher will be required to select one of the options in paragraph 1(a)–(c) of this Order. If the teacher fails to select one of these options, they will be deemed to have selected the option in sub-paragraph 1(c) and any outstanding remedy will be paid into the appropriate Pooled School Remedy Fund.

7. Teachers selecting the remedy in paragraph:

- a. 1(a) will be provided with technology or materials by the following October 31st;
- b. 1(b) must provide receipts for reimbursement by December 31st or will forfeit their remedy selection (except for the transitional period for the 2025 school year);

- c. 1(c) will be considered to have been provided their remedy at the time of selection.

Teachers who Have Retired or Resigned

8. Teachers who left the employ of the School District between September 1, 2023 and December 1, 2025 will be paid the monetary equivalent of their total accumulated remedy minutes by March 1, 2026.

Miscellaneous

9. For the purposes of this Order, the monetary equivalent of remedy will be calculated as “(value in hours / kindergarten student instructional hours) x FTE Cost”, where provincial average salary is determined by the Ministry of Education and Childcare each year.

10. Nothing in this Order is intended to alter or amend any of the provisions of LOU No. 12.

11. This Order will be in effect from December 1, 2025 to June 30, 2028.

12. If LOU No. 12 expires or is amended for the Collective Agreement effective July 1, 2025 in a manner that is material to the terms of this Order, the parties will meet in good faith and, if they are unable to address the changes by agreement, will submit to me.

13. Any dispute arising with respect to the interpretation, implementation or enforcement of the terms of this Order in subsequent school years will be referred to me for adjudication.

14. This Order is without prejudice to the application of the Provincial Collective Agreement to all other school districts.

15. Nothing in this Order is meant to restrict rights to Professional Growth Leave approved under Article G.21.5.f.

Dated December 1, 2025



Marguerite Jackson