Memorandum of Agreement

Between

School District #36 (Surrey)

(the "District")

and

Surrey Teachers' Association

(the "STA")

RE: Variance to the Instructional Day

1. The parties agree that this agreement is without prejudice and will apply no earlier than September 1st, 2027, and no later than the last day of the 2027/2028 school year.

2. Article D.22.1.d of the Collective Agreement between the parties is hereby varied with regard to the persons, courses, instructional hours and term duration.

3. The course(s) will be part of the teacher's instructional week and the teacher will receive equivalent weekly unpaid time off in lieu during the regular timetable. Wherever and whenever possible the teaching time should be consecutive. The teacher will not be required to be on site during this time off in lieu period.

4. It is specifically noted that this variance in no way relieves the District from its contractual obligations with regard to class size and class composition.

5. A teacher teaching on call (TTOC) replacing a teacher covered by this variance for a period of less than 6 days, may accept or decline the assignment for the period covered by the school's regular instructional day.

6. Where a teacher covered by this variance is absent for less than 6 consecutive days, the teacher will reschedule the class within a reasonable period of time at a time and on a day that is reasonable to the teacher, students and the school. There will be no extra cost to the District, save possibly for #7 herein, as a result of this.

7. When the class rescheduled pursuant to #6 above is taught by the regular teacher, then such teacher will confirm on a monthly basis, in writing to the Principal/Vice-Principal, the duration of the rescheduled class or classes which have been taught by the regular teacher. At the end of the school year, the administrative officer will report to the Payroll Department of the District, with a copy to the teacher, the accumulated amount of sick leave to be credited to the teacher. The amount of sick leave to be credited will be based on the following:

$$\frac{\text{Accumulated minutes of rescheduled time taught}}{\text{Regular daily instructional minutes in the school}} = \text{FTE sick days}$$

8. In the event that a TTOC is assigned pursuant to #5 herein on a day in which a class is scheduled outside the regular instructional day, then the Principal/Vice-Principal may assign the TTOC during the in-lieu block that is available.

9. In the event that the class is not rescheduled within a reasonable period, then the principal will refer the matter to the Human Resources department of the District and, if necessary, an agreed upon solution will be sought with the STA.

10. (a) In the event that a teacher covered by this variance is expected to be absent for 6 or more days or vacates the position, then the variance will not be denied unreasonably by either party, to similarly apply to the replacement teacher during the term of the variance. This will apply when the teacher covered by the variance is absent for 6 or more consecutive days. A position which includes a variance may only be posted when the teacher covered by the variance is expected to be absent for 6 or more consecutive days or vacates the position.

(b) A teacher, whether a TTOC or otherwise, may be offered and may accept the above noted opportunity to replace the absent teacher for the teacher's full instructional schedule including classes outside the instructional day.

(c) In the event that a teacher accepts a vacant position posted in Rounds 1 or 2 that had been approved for a variance outside the instructional day, the teacher will complete the Variance application and submit to the Surrey Teachers' Association before June 24, 2027.

(d) In the event that a teacher accepts a vacant position' posted in Round 3 or is placed in a position that had been approved for a variance outside the instructional day, the teacher will complete the Variance application and submit to the Surrey Teachers' Association by the Friday after Labour Day, 2027.

(e) If a TTOC declines an offer pursuant to 10(b) due to classes scheduled outside the regular instructional day, then the TTOC's decision will not be recorded, and it will be without prejudice with respect to the employment relationship of the TTOC with the Board.

11. If a resolution is not achieved with regard to the rescheduling of a class or the implementation, interpretation, application or operation of this Agreement, the impasse may be referred to a mutually agreed upon Arbitrator for a final and binding determination. In order to expedite the matter, it is agreed that the determination may result from a telephone conference meeting whereby representations are made to the mutually agreed upon Arbitrator at an early mutually agreed time failing which the Arbitrator will schedule the hearing.

Dated in Surrey, B.C. this 15 day of October, 2026.

For the District

For the STA