

LOCAL LETTER OF UNDERSTANDING:  
Remedy 2021-2022

BETWEEN:

The Board of Education of School District No. 40 (New Westminster)  
(hereinafter referred to as the "District")

AND:

The New Westminster Teachers' Association  
(hereinafter referred to as the "NWTU")

1. The New Westminster School Board and the New Westminster Teachers' Union agree that the following will apply for the 2021-2022 school year with respect to the calculation and provision of Remedy, as per the Memorandum of Agreement RE: LOU 17: EDUCATION FUND AND IMPACT OF THE COURT CASES - FINAL AGREEMENT.
2. The New Westminster School Board will provide remedy reports to the Union no later than October 30, 2021, and again no later than February 28, 2022.
3. For the purpose of this agreement the calculation of Elementary and Middle remedy shall be the same for all K-8 grades, while Secondary remedy shall be calculated for grades 9-12.

4. Remedy Options

As per Part III Paragraph 24.C.IV of the MOA:

Other remedies that the local parties agree for the 2021- 2022 school year include:

- o **Classroom Resources**
  - Items purchased through remedy funds shall remain the property of School District 40, however, they shall be for the sole use of the effected teacher, as well as accompany them should they move to another school site within the District.
  - If the teacher wishes to purchase technology and furniture, they must be listed in district remedy catalogues.
- o **Professional Development Funds**
  - Professional development activities must adhere to Article F.20.1 of the Collective Agreement, as well as, follow The BCTF Professional Development Lens.
  - All applications for remedy professional development funds will use the NWTU Pro-D Funding Application Form (to be updated as necessary), also noting that use of remedy funds for professional development activities must occur during non-instructional times.

Remedy funds will not be used to pay (financially compensate) part-time teachers to engage in preparation time, or to attend professional development activities, during their non-teaching days (e.g., attending school based in-service or staff professional development activities when school is not in session).

## 5. Remedy Selection

Principals will meet with affected teachers to discuss the learning environment and remedy selection as necessary. All affected teachers shall be offered the opportunity to be accompanied by a Union Staff Representative during their remedy selection meeting.

In addition, the following shall be followed:

- Elementary/middle school teachers that have more than three (3) full remedies per month (i.e., 180 mins./remedy), due to either class size and/or class composition violations, may be entitled to select more than one remedy option. This will require approval by the District.
- Secondary school teachers who are entitled to receive remedy with a dollar value equal to, or greater than, one thousand dollars (\$1000) per month, may be entitled to select more than one remedy option. This will require approval by the District.
- It is agreed that all TTOC call outs for options 1-3 (e.g., preparation time) will be in full day increments with the balance (i.e. minutes) converted to a dollar value to be used for resources or professional development. The following number of minutes will constitute a full day:
  - Secondary: 330 mins/day
  - Middle School: 310 mins/day
  - Elementary: 300 mins/day

Teachers who are owed less than one (1) full day of remedy by May 31, 2021, will have their remaining remedy minutes converted to a dollar value to be used for professional development or classroom resources.

## 6. Unused Remedy Funds

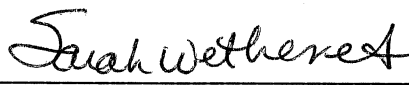
The following applies with respect to affected teachers who are owed remedy from the 2021/22 school year:

- Teachers must make sincere efforts to utilize all remedy funds within the 2021/22 school year.
- Unused remedy funds from the 2021/22 school year, which have been approved by the District, and remain unused from 2021/22 school year will be transferred to the NWTU on August 1, 2022 with an accounting of individual teacher funds.

It is understood that any left-over remedy funds provided to the Union by the District will be utilized at the sole discretion of the NWTU, however, individual teachers will not receive monetary lump sum payments by the Union. The parties also agree that unused remedy funds transferred to the NWTU, if used for professional development, will not be used for activities during instructional time/days (i.e., TTOC release).

7. Teachers that leave the District due to resignation, retirement or an approved leave of absence of more than 2 months, shall have their Remedy paid-out no later than June 30, 2022 provided they make this request for payout in writing. Their departure from District must be known by June 1, 2022 in order to be processed in the last payroll run for the month of June. Where the District does not receive notice of departure by June 1, 2022, remedy will be paid out within a reasonable time.
8. The District and NWTU will develop an agreed upon communication plan to inform employees of the contents of this Letter of Understanding — Remedy 2021/22.
9. This Agreement is without prejudice and without precedent and comprises a resolution on remaining remedy for the 2021/22 school year, as well as the process for remedy allocation for 2021/22. It is understood that for the valuable consideration expressed in this Agreement, both parties will not make any further claims or undertake any other proceedings (including initiation of grievances) against the other Party concerning this matter.
10. This is without prejudice Agreement does not affect any position that the School District, any other School District, the BC Public School Employers' Association, or other Union may wish to take with respect to similar issues or in similar circumstances and neither party will refer to this Agreement in any other subsequent proceeding.
11. This Agreement will be considered in effect from September 1, 2021 to June 30, 2022.
12. DATED the 1<sup>st</sup> day of Sept., 2021.

  
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Associate Superintendent  
New Westminster Schools District

  
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Sarah Wethered, President  
Teachers' Union