



LOCAL LETTER OF UNDERSTANDING
Remedy 2025-2026

BETWEEN:

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

AND:

The New Westminister Teachers' Union
(hereinafter referred to as the "NWTU")

1. The New Westminister School Board and the New Westminister Teacher' Union agree that the following will apply for the 2025-2026 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 District will provide advanced classroom organization data to the NWTU no later than September 15, 2025, and June 15, 2026, for the purpose of determining *Best Efforts* compliance as outlined in LOU 12: Remedy.
3. The District will provide remedy reports to the NWTU no later than November 21, 2025, and again no later than March 20, 2026. School Administrators will provide impacted staff with Notices of Remedy no later than one week after remedy reports are provided to the NWTU.
4. 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.
5. Remedy Options, as per Part 111 Paragraph 24.C.IV of the MOA.

Remedies that the local parties agree to for the 2025-2026 school year include:

- **Preparation Time**
 - o Requests for TTOCs shall be made through the Atrieve system and must be approved by the school principal prior to entering the request.
 - o The District priority sequence for filling requests for TTOCs will be used to determine TTOC availability.
- **Classroom Resources**
 - o Items purchased through remedy funds shall remain the property of School District 40, however, they shall be for the sole use of the affected teacher, as well as accompany them should they move to another school site within the District.
 - o If the teacher wishes to purchase technology and furniture, they must be listed in District remedy catalogues.
- **Professional Development Funds**
 - o Professional development activities must adhere to Article F.20.1 of the

Collective Agreement, as well as follow the BCTF Professional Development Lens.

- o 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.

- **Field Trips and Guest Speakers**

- o Field Trip activities must adhere to criteria set forth in Administrative Procedure 260 and 261.
- o Guest Speakers should be booked in consultation with the school administrator,

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).

6. 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 min/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 (\$1000) per month, may be entitled to select more than one remedy option. This will require approval by the District.

7. Unused Remedy Funds

The following applies with respect to affected teachers who are owed remedy from the 2025/26 school year:

- Teachers must make sincere efforts to utilize all remedy funds within the 2025/26 school year.
- Remedy funds accrued during the 2025/26 school year and that remain unused on June 27, 2026, will be transferred to the NWTU on August 1, 2026, 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.

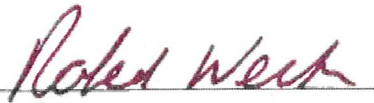
- unused remedy funds, if used for professional development, will not be used for activities during instructional time/days (i.e. TTOC release)
- resources purchased by teachers through unused remedy funds shall remain the property of School District 40, however, they shall be for the sole use of the affected teacher, as well as accompany them should they move to another school site within the District.
 - o teachers may purchase technology with unused remedy funds, however, only

technology selected from the District's remedy catalog will be serviced by the TIS department.

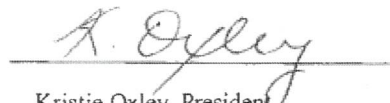
- Teachers may choose to purchase technology from the District's remedy catalog with funds in custody of NWTU from the previous fiscal year. In this case, the District will place a collective technology order once a year. The order request must be submitted at least one week prior to October 31st with TIS or Purchasing.
8. 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, 2026, provided they make this request for payout in writing prior to June 1, 2026, to be processed in the last payroll run for the month of June. This option is not available to NWTU members once the funds have been transferred to the NWTU office.
 9. The District and NWTU will develop an agreed upon communication plan to inform employees of the contents of this Letter of Understanding- Remedy 2025/26.
 10. This Agreement is without prejudice and without precedent and comprises a resolution on remaining remedy for the 2025/26 school year, as well as the process for remedy allocation for 2025/26. It is understood that for the valuable consideration expressed in this Agreement, both parties will not make any further claims nor undertake any other proceedings (including initiation of grievances) against the other Party concerning this matter.
 11. This 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.
 12. This Agreement will be considered in effect from July 1, 2025, to June 30, 2026.

Dated

July 10/25



Robert Weston,
Executive Director of Human Resources
School District No. 40 (New Westminster)



Kristie Oxley, President
New Westminster Teachers' Union