

SETTLEMENT AGREEMENT

BETWEEN:

BC Public School Employers' Association /
School District No. 35 (Langley)

(the "Employer")

AND:

BC Teachers' Federation /
Langley Teachers' Association

(the "Union")

WHEREAS

The Union filed grievance numbers 35-17-05 (BCTF File No. 35-2017-0001), 35-2017-06 (BCTF File No. 35-2018-0004), 35-17-07 (BCTF File No. 35-2018-0002), and 35-2017-21 (BCTF File No. 35-2018-0007), relating to the caseload of Resource and English as Secondary Language (ESL/ELL) teachers.

The Parties agree to fully and finally resolve these grievances on the following terms:

ESL/ELL

1. For the purposes of article 80.2 of the collective agreement, caseload for ESL/ELL teachers is based on a 1.0 FTE teacher supporting 30 students and the performing the tasks incidental to supporting those students as well as tasks associated with being part of the school staff as whole. Caseload is prorated for part time teachers.
2. For the purposes of article 80.2 of the collective agreement, the weighting of ESL/ELL students under current 5 level assessments shall be as follows:
 - a. Students at level 1 and 2 shall count as beginner;
 - b. Students at level 3 and 4 will count as intermediate;
 - c. Students at level 5 shall count as advanced.
3. Where International Program students are placed on an ESL/ELL teacher's list, those students will count as part of the teacher's caseload.
4. The parties will review the caseload of ESL/ELL teachers for the 2017-2018 and 2018-2019 school year and determine which teachers have caseloads which do not comply with caseload language and the extent of the non-compliance. This will be completed by June 30, 2019.

Resource

5. For the purposes of article 80.8 of the collective agreement, caseload of Resource teachers is based on a 1.0 FTE teacher supporting 15 resource students and the performing the tasks incidental to supporting those students as well as tasks associated with being part of the school staff as whole. Caseload is prorated for part time Resource teachers.
6. Where the board creates a combination Resource teacher and other teaching assignment, the number of students placed on the Resource teacher's list will be reduced to reflect the portion of FTE attributable to the other assignment.
7. For the 2017-2018 and 2018-2019 school years (i.e. for the purposes of allocating the remedy provided for in this agreement), Resource teachers who provide regular support to students who do not require an Independent Education Plan will have those students count as .5 students towards their caseload. This resolve is without prejudice to the union's position that any students placed on a Resource teacher's list count as a full student towards that teacher's caseload and without prejudice to the employer's position on this issue.
8. The parties will review the caseload of Resource teachers for the 2017-2018 and 2018-2019 school year and determine which teachers have caseloads which do not comply with caseload language and the extent of the non-compliance. This will be completed by June 30, 2019.
9. If there is an unresolved dispute over the implementation of this agreement or a future alleged breach of Article 80.2 or Article 80.8 of the collective agreement, the matter will be referred to Arbitrator Arne Peltz to resolve on an expedited basis.

Remedies for ELL and Resource Teachers

10. In order to address non-compliance during the 2017-2018 and 2018-2019 Schools years, the employer will provide the union with \$1,500,000 to use to provide the remedies set out below to ELL and Resource Teachers who had caseloads in excess of those under the collective agreement:
 - a. Funding for professional development for the affected teacher, to be used in non-instructional periods;
 - b. Funding for resources selected by the affected teacher for that teacher's use; and
 - c. Other remedies that the local parties agree would be appropriate.

11. This agreement is without prejudice or precedent to the position of the parties on any other matters in this district and on any matters in any other districts.
12. The remedy provisions of this agreement apply only to the 2017-2018 and 2018-2019 school years and are without prejudice to the parties' agreement that language pertaining to learning specialists was to be fully implemented during these years.
13. Arbitrator Peltz will retain jurisdiction over the interpretation and application of this agreement.
14. This agreement is effective upon signing by all parties:

For BCPSEA

For BCTF

For SD No. 35 (Langley)

For Langley Teachers' Association


/jrt:fev