

## SETTLEMENT AGREEMENT

BETWEEN:

British Columbia Public School Employers' Association  
Board of Education of School District No. 35 (Langley)

(the "Employer")

AND:

British Columbia Teachers' Federation  
Langley Teachers' Association

(the "Union")

(Collectively, the "Parties")

### ENGLISH LANGUAGE LEARNING (ELL) CASELOAD

BCTF Files No. 35-2022-0004 and 35-2023-0002 (Local Files No. 35-21-04 and 35-22-04)  
(the "ELL Caseload Grievances")

WHEREAS:

- A. The parties entered into a settlement agreement dated May 22, 2019 relating to ELL teacher case load; and
- B. The parties met with the assistance of Marguerite Jackson on June 1st and 13th, 2023 to discuss a resolution of further ELL Caseload Grievances and have reached the following additional agreement.

**THE PARTIES AGREE:**

1. BCTF grievances 35-2022-0004 (Local 35-21-4) and 35-2023-0002 (Local 35-22-04) are resolved on the following terms.
2. The Employer will continue to make all reasonable efforts to hire sufficient ELL teachers to meet caseload limits. The Employer will incorporate into its ELL teacher staffing budgeting processes anticipated increases in the number of students over the course of the school year.
3. Beginning in the 2023-2024 school year, where caseload limits are exceeded, the Employer will provide the Union with monthly reports showing the caseloads of affected teachers. If the parties cannot agree on how exceeded caseloads will be addressed, the local may grieve.
4. In order to address non-compliance for the 2021-2022 and 2022-2023 school years, subject to Ministry funding, the Employer will provide \$400,000 to the LTA to provide

remedies to ELL teachers who had caseloads in excess of those under the collective agreement. Affected teachers may select from the following remedies:

- a. Funding for professional development for the affected teacher, to be used in non-instructional periods; and
  - 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.
5. This agreement is conditional on the Employer obtaining Ministry funding. If funding is secured, the ELL Caseload Grievances are resolved. If funding is not secured, the Union may proceed with the ELL Caseload Grievances.
  6. This settlement agreement is without prejudice or precedent to the position of the parties on any other matters in this district and on any matters in other districts or province wide.
  7. Arbitrator Marguerite Jackson retains jurisdiction over the interpretation and application of this agreement.
  8. This agreement is effective when signed by the parties below.



\_\_\_\_\_  
On behalf of the British Columbia Public  
School Employers' Association

Brad Den Ouden

\_\_\_\_\_  
Authorized Signatory (Print Name)

June 13, 2023

\_\_\_\_\_  
Date



\_\_\_\_\_  
On behalf of British Columbia Teachers'  
Federation

Clint Johnston

\_\_\_\_\_  
Authorized Signatory (Print Name)

June 15, 2023

\_\_\_\_\_  
Date



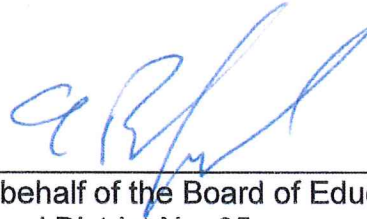
On behalf of the Board of Education of  
School District No. 35

Brian Iseli

Authorized Signatory (Print Name)

June 14, 2023

Date



On behalf of the Board of Education of  
School District No. 35

EDWARD BRADFORD

Authorized Signatory (Print Name)

June 14, 2023

Date



On behalf of the Langley  
Teachers' Association

Tanya Kerr

Authorized Signatory (Print Name)

June 15, 2023

Date