



LETTER OF UNDERSTANDING

Between

THE BOARD OF EDUCATION OF SCHOOL DISTRICT #35 (LANGLEY)
(Hereinafter referred to as the Board)

And

LANGLEY TEACHERS' ASSOCIATION
(Hereinafter referred to as the Association)

Re: ARTICLE E.20 (New Positions) IN RELATIONS TO Recruitment of School Intervention Clinicians for the 2023-2024 SCHOOL YEAR

Whereas the Board and the Association have agreed that retaining our current School Counsellors and hiring School Intervention Clinicians is a mutually beneficial priority.

Whereas the Board and the Association have agreed that providing School Intervention Clinicians with benefits and security can be a significant factor in the recruitment and retention of staff.

Whereas it is agreed by all parties that this Letter of Understanding addresses our current unique situation and may only be extended beyond the 2023-2024 school year with mutual agreement by both parties.

NOW THEREFORE:

It is agreed that all provisions of the collective agreement shall continue to apply except as amended below:

1. The Board intends to post School Intervention Clinician positions based on the needs of H and R students in the District.
2. The School Intervention Clinicians will provide mental health services to H and R designated students in SD 35 Langley schools and collaborate as per the job description with the school-based team and outside agencies to support students who require additional support to succeed academically, socially, and emotionally.
3. That these School Intervention Clinician positions are posted as continuing, with additional Clinician positions reviewed and posted based on the needs of H and R students in the District.

4. School Intervention Clinician positions cannot post into School Counselling or Resource Teacher positions unless they are teachers with a Master's degree in counselling or equivalent.
5. The School Intervention Clinician's who are successful in obtaining these positions will be given the rights and benefits normally attributed with any associate professional.
6. It is agreed that in accordance with Article B.2.6.b of the collective agreement, the maximum rate of pay a School Intervention Clinician can receive is level 6 with an examination of years of experience reviewed by the experience credit committee.
7. If an incumbent school counselor possesses a Master's degree, a Teaching degree, and is an active member in good standing of a regulatory body in British Columbia (BCACC, CCPA), they will be offered an equivalent salary to their existing compensation when applying for the position.
8. Article A.6 (Grievance Procedure) shall be followed to reach a final and conclusive settlement of any dispute respecting the interpretation, application, operation, or alleged violation of the Collective Agreement in the Langley School District.
9. In the application of Article D.14 (Regular Work Year) School Intervention Clinicians shall arrange their caseload in consultation with the School Based Team and be centralized with the District Supervisor who will place them at the school with highest need.
10. Clinicians' workload will be consistent with the hours of work as per the collective agreement language.
11. For the period of May 15, 2023 to June 30, 2024 the Board of Education School District No. 35 shall hire School Intervention Clinicians as per the Letter of Understanding.
12. School Intervention Clinicians are covered by the Collective Agreement and are entitled to all conditions and benefits of the agreement.
13. That the district will continue to post and fill resource teachers' positions.
14. That when the Clinician is part time in a school that the programming will continue to be supported by the school team (Resource Teachers, Counselors, Classroom Teachers, Youth Care Workers, Educational Assistances, Principal and any other professionals on a student's school team) for H and R students.
15. School Intervention Clinicians will be trained to write IEP's within 30 days of hire or as soon as practicable.
16. The case load cap for School Intervention Clinicians will be 15. If they are part time in an assignment the caseload will reflect their FTE. Each day in an assignment represents 3 IEP's on their caseload (5 Days represents 15 IEP's). School Intervention Clinicians will manage these caseloads based on their FTE and will be part of a school team that supports the success of all students.

17. School Intervention Clinicians will be supported by Co-ordinators, supervised by the District Principal of Safe Schools and work as part of the district team collaborating with them ongoingly.

By mutual agreement other items not contemplated by the parties may be added to this Letter of Understanding without precedent and prejudice to any other school district.

These amendments shall only be applicable to School Intervention Clinician positions and will not extend beyond June 30, 2024, without mutual agreement from both parties.

Dated in Langley the 20 day of June 2023.



Tanya Kerr, President
Langley Teachers' Association



Mal Gill, Superintendent
School District No. 35 (Langley)



Woody Bradford, Deputy Superintendent
School District No. 35 (Langley)