

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")

RESOURCE TEACHER CASELOAD

BCTF Files No. 35-2022-0006 and 35-2023-0001 (Local Files No. 35-21-05 and 35-22-03)
(the "Resource Teacher Grievances")

Whereas: A. The parties entered into settlement agreements dated May 22, 2019 and March 11, 2021 relating to resource teacher workload; and

B. The parties met with the assistance of Marguerite Jackson on June 9, 2023 to discuss a resolution of further Resource Teacher Grievances and have reached the following additional agreement;

THE PARTIES AGREE:

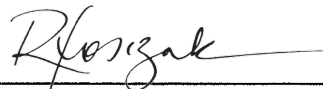
1. BCTF grievances 35-2022-0006 (Local 35-21-5) and 35-2023-0001 (Local 35-22-03) are resolved on the following terms.
2. The Employer will continue to make all reasonable efforts to hire sufficient Resource teachers to meet caseload limits.
3. The parties acknowledge that under paragraph 3.b of the 2021 settlement ("Paragraph 3.b"), deployment of additional staffing will generally be done through continuing or term postings. The Employer will offer TTOC dispatches in long term dispatches and daily dispatches. Use of TTOCs assigned through daily dispatches to meet the requirement

of Paragraph 3.b will be only as a last resort if postings have not been filled. When TTOCs are dispatched for this purpose, Resource teachers will be advised.

4. In order to address non-compliance for the 2021-2022 and 2022-2023 school years, subject to Ministry funding, the Employer will provide \$800,000 to the LTA to provide remedies to Resource 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. Commencing for the 2023-2024 school year:
 - a. Where caseload limits are exceeded, the Employer will provide the Union with monthly reports showing the caseloads of affected teachers in a timely manner.
 - b. If the Employer has not met caseloads by the end of the school year, the parties will meet to discuss appropriate next steps and if agreement is not reached the local may grieve.
6. This agreement is conditional on the Employer obtaining Ministry funding. If funding is secured, the grievances are resolved. If funding is not secured, the Union may proceed with the grievances.
7. 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.
8. Arbitrator Marguerite Jackson retains jurisdiction over the interpretation and application of this agreement.
9. This agreement is effective when signed by the parties below.



On behalf of the British Columbia Public
School Employers' Association



On behalf of British Columbia Teachers'
Federation

Brad Den Ouden

Authorized Signatory (Print Name)

June 13, 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 Langley
Teachers' Association



Authorized Signatory (Print Name)

June 15, 2023

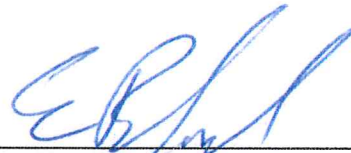
Date

Robin Tosczak

Authorized Signatory (Print Name)

June 15, 2023

Date



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

EDWARD BRADFORD

Authorized Signatory (Print Name)

June 14, 2023

Date