

SETTLEMENT AGREEMENT

BETWEEN:

The Board of Education of School District No. 35 (Langley)

(the "Employer")

AND:

Langley Teachers' Association

(the "Union")

(Collectively, the "Parties")

Posting Resource Teachers Positions

BCTF File No. 35-2023-0004; Local File No. 35-22-08

WHEREAS:

- A. The Union filed Grievance #35-22-08 alleging a breach by the Employer of the collective agreement between the Parties, including but not limited to, Articles E.21, E.22 and E.23, as well as LOU No. 12, as it applies to the Employer (the "Collective Agreement") in relation to the centralized posting and assignment of Resource Teachers (the "Grievance");
- B. The Parties acknowledge the need for all identified students at all schools in the District to have a Resource Teacher;
- C. The Parties acknowledge the District has a shortage of Resource Teachers notwithstanding the District's efforts to hire additional Resource Teachers;
- D. The Grievance was referred to arbitration by the Union; and
- E. The Parties wish to resolve the Grievance on the terms set out in this Settlement Agreement.

THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. For the 2024-25 School Year:
 - a. The Employer will make reasonable efforts to ensure that each school in the School District has a Resource Teacher assigned to students at that school sufficient to provide a Resource Teacher to all identified students; and
 - b. The Employer will make best efforts to ensure that each Resource Teacher has no more than fifteen (15) students in their case load in compliance with Article D.1.1 and D.1.9 of the Collective Agreement.
2. For the 2025-26 School Year:
 - a. Before the first round of Spring 2025 postings, the Employer will advise each Resource Teacher who is working in a centralized position of their starting school-based position at which they are expected to teach in the following year, based on a consideration of District wide needs for the upcoming year, the location the teacher taught for the 2024-25 School Year and available Resource Teacher FTE at each school;

- b. The Employer will have discretion to decide whether part-time school-based Resource Teacher positions and centralized Resource Teacher positions are continuing positions or term-specific positions, provided such decisions comply with the Collective Agreement and any applicable settlement agreements between the Parties;
 - c. Each Resource Teacher who is working in a centralized position may advise the Employer by no later than the second week of March, 2025 of their preferred location for the following school year; and
 - d. The Employer will make best efforts to assign each Resource Teacher who is working in a centralized position to a school of their preference.
3. For each following year in which this Agreement is in effect, the Employer will:
 - a. Before the first round of Spring postings, advise all Resource Teachers working in a centralized position of their starting school-based position at which they are expected to teach in the following year, based on a consideration of District wide needs for the upcoming year, the location the teacher taught for the previous School Year and available Resource Teacher FTE at each school;
 - b. Post school-based Resource Teacher vacancies by way of the usual Spring posting timeline for the subsequent school year; and
 - c. The Employer will have discretion to decide whether part-time school-based Resource Teacher positions and centralized Resource Teacher positions are continuing positions or term-specific positions, provided such decisions comply with the Collective Agreement and any applicable settlement agreements between the Parties.
4. Notwithstanding the other terms of this Agreement, provided the Employer makes reasonable efforts to assign Resource Teachers to a school of their choice and makes best efforts to ensure that each Resource Teacher has no more than 15 students in their case load in compliance with Article D.1.1 and D.1.9 of the Collective Agreement, the Employer may continue to use centralized posting and assignment of Resource Teachers where the Employer determines in its discretion the centralized posting of Resource Teachers is required to ensure a Resource Teacher is provided to all identified students at all schools in the District.
5. The Union agrees that this settlement agreement wholly resolves the grievance and accordingly withdraws the grievance with immediate effect.
6. This Settlement Agreement constitutes the entire agreement between the Parties in relation to the matters set out herein.
7. The Parties agree that nothing in this Settlement Agreement in any way changes the terms of their Collective Agreement.
8. This Settlement Agreement is without prejudice and precedent to the position of the Parties in this School District regarding any other matters, and is without prejudice or precedent to other local parties or to the provincial parties on any matter, and shall not be relied on or referred to by any party in any other matter or process (with the exception of any proceeding regarding the application, interpretation or implementation of this Settlement Agreement).

- 9. Nothing contained in this Settlement Agreement shall be construed or considered as an admission of liability or wrongdoing on the part of the Employer.
- 10. This Settlement Agreement may be executed in counterparts and transmitted electronically, whether by facsimile or as attached scanned files via email.
- 11. After January 1, 2027, either Party may cancel this agreement by giving at least three months notice.

The Parties have carefully read this Settlement Agreement and understand its contents and have voluntarily signed this Settlement Agreement below.



On behalf of the Board of Education of
School District No. 35 (Langley)

Mal Gill, Superintendent of Schools
Authorized Signatory (Print Name)

May 21, 2024
Date



On behalf of the Board of Education of
School District No. 35 (Langley)

Woody Bradford, Deputy Superintendent
Authorized Signatory (Print Name)

May 21, 2024
Date



On behalf of the Langley Teachers'
Association

Taylor Fauteux
Authorized Signatory (Print Name)

May 28, 2024
Date