

SETTLEMENT AGREEMENT:

LOU RE SCHOOL-BASED TEAM MEETINGS

Between:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION/
SCHOOL DISTRICT NO. 35 (LANGLEY) (the "District")**

(the "Employer")

And:

BCTF (LANGLEY TEACHERS' ASSOCIATION)

(the "Union")

(Collectively, the "Parties")

WHEREAS:

- A. The Union filed a grievance on November 8, 2017, alleging that the Employer breached its obligations to provide release time and TTOC coverage for teachers to attend School Based Team ("SBT") meetings under Article 3 of the Letter of Understanding re Mainstreaming and Integration reached between the District and the Union on June 22, 1994 (the "LOU").
- B. The Grievance was referred to arbitration and a hearing was scheduled to commence on November 18, 2019. The Union filed a subsequent grievance alleging a breach of the same obligations with respect to the 2018-2019 school year (together with the November 2017 grievance, the "Grievances").
- C. The Parties now wish to fully and finally resolve the Grievances and to replace the contentious Article of the LOU.

THEREFORE the Parties agree as follows:

- 1. With immediate effect, the District will dedicate 4 TTOCs each day to be available to provide release time to enable teachers to attend a school based team meeting that is scheduled to occur during instructional hours.
- 2. With effect from January 6, 2020, to the extent that any of the 4 TTOC positions have not been booked two weeks prior to provide release time to enable teachers to

attend a school based team meeting that is scheduled to occur during instructional hours on a particular day, the TTOC will be assigned to a school to provide release time to support the work of the members of the school based team on that day. Assignment to schools will be provided on a rotational basis in alphabetical order (in other words, the first TTOC available will be provided to Alex Hope Elementary, the second TTOC available will be provided to Alice Brown Elementary etc.).

3. The District will not be required to assign a TTOC to provide release time to support the work of the members of the school based team on a rotational basis as per paragraph 2 above during the following periods each year:
 - a. First two instructional weeks of September (beginning on and including the partial week after Labour Day);
 - b. Last two instructional weeks of December;
 - c. First two instructional weeks of January;
 - d. First two instructional weeks of March; and
 - e. Last two instructional weeks June.
4. The District will not be required to provide a TTOC to provide release time as per paragraph 2 above in relation to a particular day if:
 - a. by 7:30am on that day, no TTOC has accepted the dispatch for the assignment; and
 - b. the District would be required to pull a TTOC who has accepted another assignment from that assignment in order to fill an assignment referred to in paragraph 2 above.
5. In the event that the District does not provide a TTOC as a result of the operation of paragraph 4, for each TTOC not provided the District will add a day to a bank of time for use later in the school year to provide release time for the purposes specified in paragraph 2. The District will administer the bank and assign TTOCs to provide release time at its discretion. The District will attempt to exhaust the bank by the end of the school year. Any days in excess of 3 days remaining in the bank at the end of the school year will carry over to the following school year. **The District will provide the Union with a reconciliation of the use of banked days by August 31 each year.**
6. Article 3(c) of the LOU will be deleted from the LOU with immediate effect and the LOU will be reissued reflecting this change.
7. The Union withdraws the Grievances with immediate effect.
8. The Union agrees that it will not file a grievance in relation to the 2019/2020 school year regarding the same issues that form the basis for the Grievances.

9. The Parties agree that this Agreement is not to be construed as, nor considered, an admission of liability on the part of either party. This settlement is without prejudice and precedent to the position of any party to this Agreement in this or any other school district or between the provincial parties, and shall not be referred to or relied on by any party in any other matter or process.
10. The Parties agree that any dispute regarding the application, interpretation or alleged violation of this Agreement shall be resolved by resort to the grievance arbitration procedure of the collective agreement.

Executed this 19th day of November, 2019 confirming the above terms are accepted.

For the Union

For the Employer




