Settlement Agreement

Between:

British Columbia Public School Employers' Association/The Board of Education of School District No. 61 (Greater Victoria)

The "Employer"

And:

British Columbia Teachers' Federation/Greater Victoria Teachers' Association

The "Union"

"Minimum Essentials" Grievance (BCTF Grievance 61-2019-0016, Local 19-GVTA-25)

Whereas:

A. The Union filed a grievance number 19-GVTA-25 on November 20, 2018 (the "Grievance"); and

B. The parties have met with the assistance of Corinn Bell with a view to resolving the Grievance;

Now therefore the parties agree to resolve the Grievance on a without prejudice basis on the following terms:

1. A "Minimum Essentials" course is one which fits the following description:

- a. A Minimum Essentials course is a course with learning standards that are substantially different from the prescribed curriculum for that subject matter and grade level and which is designed to support students in developing proficiency for the appropriate grade level course. These courses are intended to provide additional support and learning to bridge learning gaps.
- b. The parties agree that where a course of the nature described above is provided by a secondary school in the subject area of English, Math, Social Studies or Science, it will be categorized as a Minimum Essentials class.
- 2. Numeracy 9 and Introduction to Math 9 will be classified as "Minimal Essentials" courses.
- 3. Effective the date of this Agreement, if additional classes are created in the future which either fill gaps or bridge learning, so that students can be successful in Math, English, Science or Social Studies and meet the criteria explain in Paragraph 1 of this settlement, those classes will be treated as Minimum Essentials for class size purposes.
- Class composition requirements will not apply to Minimum Essentials classes which have
 20 or less students.
- 5. Article D.3.5 will apply to Minimum Essential classes.
- The Employer will provide one block of teaching time for the 2022-2023 school-year to be allocated as agreed to by the parties, as remedy/compensation for non-compliances in the years 2018-19, 2019-20, 2020-21, and 2021-22, as full and final settlement of this dispute.
- 7. This agreement is without prejudice and precedent to the position of either party on any other matters in this district and on any matters in other districts or province wide.

8. Arbitrator Corinn Bell retains jurisdiction over the interpretation and application of this agreement.

The date of this agreement shall be the date when fully signed below.

For Greater Victoria School District No. 61 District No. 61

Signature <u>Tammy Sherstobitoff</u> Print Name

<u>May 5, 2022</u>

Date

For Greater Victoria Teachers' Association

Signature <u>Winona Waldron</u> Print Name <u>May 4, 2022</u>

Date

For British Columbia Public School Employers' Association

n for

Signature

<u>Chris Beneteau</u>

Print Name

May 9, 2022

Date

For British Columbia Teachers' Federation

Signature

<u>Teri Mooring</u>

Print Name

May 4, 2022

Date