

Whereas:

A. On April 26, 2019, the Union filed Grievance 19 GVTA 55 alleging the District was not in full compliance with the class size, composition or total student load language for music classes;

~~On October 17, 2019, the Board of Education, by a vote of 2-1, affirmed the District's decision.~~

The following applies in r

strings and non-mandatory classes scheduled outside of the instructional day. For greater certainty this includes the strings program; and

- d. Article D.1.7 does not apply to elementary school. The settlement agreement does not address the application of article D.1.7 to middle school music classes and is without prejudice and precedent to the position of either party in that regard.

2. The following applies in respect of secondary schools:

- a. Class size limits in Article D.1.1 are replaced with a total student load limit as set out in Article D.1.7 for "band and choir" classes in accordance with the Collective Agreement language and the provisions set out below.
- b. For the purposes of Article D.1.7, "band and choir" means all types of music classes, including musical theatre classes ("Band and Choir").
- c. Further to Article D.1.7, and during the process described in Article E.21.2 of the Collective Agreement, secondary teachers to be assigned Band and Choir, will indicate to their school principal in writing if they wish to exceed the total student load set out in Article D.1.7 and if so, by how much. Where no request is made, band and choir classes shall not exceed 200.
- d. The total student load of 200 students in Article D.1.7 is based on a 1.0 FTE teaching assignment. The total student load described in Article D.1.7 will be pro-rated based on the FTE the teacher is assigned to teach Band and Choir.
- e. Article D.3.5 (D.2.9) applies to Band and Choir.
- f. Article D.1.3 does not apply to Band and Choir classes which have been configured based on a teacher's request for a higher limit as set out in 2.c above.
- g. Articles D.1.1, D.1.3, D.1.7 and D.3.5 (D.2.9)

- 5. This settlement agreement with without prejudice to the position of the parties on any other matters in this school district or any matters between the Union and any other School District or the provincial parties.

Dated: \_\_\_\_\_



Board of Education of School District No.  
61 (Greater Victoria)



British Columbia Public School Employers'  
Association



Greater Victoria Teachers' Association



British Columbia Teachers' Federation