

Distribution of this Bulletin

Please ensure this bulletin is circulated to all administrative staff in both the district office and schools who must rely on the collective agreement in the performance of their duties.

BCTF FSA Pamphlets and Messaging

The BC Teachers' Federation (BCTF) will publish today two Foundation Skills Assessment (FSA) pamphlets (attached), which they intend to distribute to parents via students or directly to parents on school property. The October 2, 2013 protocol agreement between BCPSEA and the BCTF (attached) remains in effect with respect to the content of the pamphlets and the method of distribution.

❖ **BCPSEA Review of BCTF Pamphlets**

It is important to understand that the BCTF has broad *Charter of Rights and Freedoms* (Charter) rights including freedom of expression. **BCPSEA's review of the pamphlets is not an endorsement of the content or the BCTF message**; rather, it is confined to assessing whether BCPSEA has any section 1 Charter concerns.

BCPSEA has advised the BCTF that the employer does not have any section 1 Charter concerns with respect to the content of the two attached pamphlets, entitled "Request that your child be excused from the FSA," and, "Parents Should Know: FSA Tests Are Not Useful."

❖ **Protocol Agreement: Distribution of Union Materials to Parents via Students or Directly to Parents on School Property**

If your local teacher union intends to distribute one or both of the attached pamphlets, in accordance with clause 3 of the protocol agreement **the local must first advise (with a minimum of four hours' notice) the district designate of the schools and dates where/when distribution is intended to occur.**

Please also ensure that your principals and vice-principals are aware of this protocol agreement and the procedures contained therein, particularly clause 3.

For ease of reference, clause 3 of the protocol agreement is as follows:

- a) The local teacher union designated representative shall notify the district designated representative of the schools and dates on which the distribution of the materials shall occur. This notice shall occur no less than four hours prior to distribution.
- b) Materials that are distributed to parents by teachers via students shall be in sealed envelopes, clearly identifying that they are union produced and distributed. The envelope and materials will also be clearly marked and addressed to the parent/guardian.

❖ What if my union provides different or edited material?

If your local union provides you with **any additional pamphlets or makes any amendments to the two reviewed pamphlets, please call BCPSEA immediately**, and send your BCPSEA labour relations liaison a copy. The **timeline for review under the protocol is swift** – it provides for “normally one, but not more than two working days” to review.

The district should **also advise your local that they must go through the protocol agreement process**; i.e., thus far only these two pamphlets have been approved under the protocol agreement.

❖ Union Political Messages on School Grounds

There may also be situations where teachers attempt to post or wear union political messages on school grounds.

Although the Court of Appeal ruled that the employer is not entitled to impose an absolute ban on all political messages in schools (see *@issue No. 2013-04* dated May 31, 2013), each case is unique and must be evaluated on its own specific facts to determine whether the viewing of the materials had caused or could potentially cause harm or bias to students and/or disruption to the education system.

Should your district encounter a situation where teachers are wearing buttons/t-shirts, displaying messages, or engaging students in discussions of a union/political nature, please contact Leanne Bowes at leanneb@bcpsea.bc.ca to assess the specific facts and circumstances.

Questions

Should you require assistance or wish to discuss this issue further, please contact your BCPSEA labour relations liaison.

Attachments:

- October 2, 2013 Protocol Agreement
- BCTF Pamphlets: “Request that your child be excused from the FSA,” and “Parents Should Know: FSA Tests Are Not Useful”

Memorandum of Agreement

Between

British Columbia Public School Employers' Association (BCPSEA)

And

British Columbia Teachers' Federation (BCTF)

Re: Employer Policy Grievance – Protocol Processes and Procedures Agreement – Distribution of Materials that Relate to a Union and/or Political Issue by Teachers to Parents via Students or Directly to Parents on School Property

Courts and Arbitrators (and more specifically in our sector, Arbitrators Munroe, Kinzie, Hall and the BC Court of Appeal) have recognized that teachers have the right to engage in political discussion with parents on educational issues under Section 2(b) of the Charter of Rights and Freedoms (the Charter), and that any restrictions on expression by the employer have to be justified under Section 1 of the *Charter*.

BCPSEA has filed an employer policy grievance on behalf of its members (attachment #1). Following the grievance procedure, the parties referred this matter to Arbitrator McPhillips for hearing.

On a without precedent and prejudice basis to the positions that the parties may have on this issue, the parties have agreed to the following:

Processes and Procedures

1. Each district and local teacher union shall designate a representative and alternate for this process.
2. When a teacher intends to distribute union materials that relate to a union and/or political issue to parents via students or directly to parents on school property, the following review process shall be followed. Distribution of such materials will not occur unless these processes and procedures are completed. This includes union and/or political materials authored/prepared by the BCTF and/or its locals, including template letters for individual teachers to use and/or amend.
 - a) Prior to distribution, the designated union representative will provide copies of the envelope and materials to the designated district representative for review with respect to:
 - I. whether there are any section 1 *Charter* concerns
 - II. whether the envelope and materials clearly identify the author responsible for the materials
 - III. Whether the envelope and materials are clearly marked and addressed to the parent/guardian.

Please Note: Only political and/or union materials that are distributed by teachers to parents through students are required to be in an envelope. The above references to envelopes in ii and iii would not apply to political and/or union materials that are distributed by teachers directly to parents on school property.

- b) Normally within one working day, but no more than two working days following receipt of the materials, or at such other time as agreed to by the parties, the district representative will advise the union representative whether the district has any concerns regarding the three issues identified in paragraph 2(a) above.
- c) If the designated union representative is advised by the designated district representative that there are no paragraph 2.a concerns, then the parties will proceed to paragraph 3 of this Memorandum of Agreement.
- d) If the designated union representative is advised by the designated district representative that there is a paragraph 2.a concern(s), the employer representative will identify the specific concern(s) and the district and local teacher union representative shall have two working days, or such time as agreed to by the parties, to reach resolution. Should agreement be reached, the parties will then proceed to paragraph 3 of this Memorandum of Agreement.
- e) If the employer fails to meet the timelines in b) above or reach agreement within the timelines prescribed in d) above, the matter will be referred directly to the expedited dispute resolution process described in f) to k) below.
- f) The matter shall be heard by Arbitrator John Hall within three working days of the referral. Should Arbitrator Hall be unavailable, the matter shall be heard by Colin Taylor and 2 other arbitrators (to be named in the future by agreement of the parties) in rotating order. If required, the parties agree that they will make themselves available on evenings in order to facilitate the scheduling of the hearing.
- g) Arbitrator Hall (or his alternate) will have jurisdiction to rule on the three issues identified in paragraph (2)(a) above. The ruling will be binding on the parties, but will be on a without precedent and prejudice basis.
- h) The hearing will not exceed one-half day in length. The hearing may be conducted by conference call at the request of the parties or by decision of the arbitrator. No lawyers will be used by either party unless agreed.
- i) The arbitrator will issue a bottom-line decision at the end of the hearing or no later than 24 hours from the conclusion of the hearing. Either party may request the arbitrator to provide written reasons.
- j) Materials will not be sent out until the revisions consistent with the Arbitrator's ruling have been made to the materials (if applicable) and have been verified by the designated district representatives. Any disagreements in this regard will be referred back to the assigned arbitrator immediately for determination.
- k) Once the materials are consistent with arbitrators ruling, the parties will then proceed to paragraph 3 of this consent award.

Implementation

3. Following completion of paragraph 2.c, 2.d, 2.k or 9, the following shall occur:
 - a) The local teacher union designated representative shall notify the district designated representative of the schools and dates on which the distribution of the materials shall occur. This notice shall occur no less than four hours prior to distribution.
 - b) Materials that are distributed to parents by teachers via students shall be in sealed envelopes, clearly identifying that they are union produced and distributed. The envelope and materials will also be clearly marked and addressed to the parent/guardian.

General

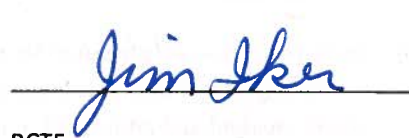
4. This Memorandum of Agreement is binding on BCPSEA, the BCTF, and the 60 public school districts and local teacher unions in British Columbia.
5. It is agreed that this Memorandum of Agreement and Arbitrator Hall's letter of clarification dated March 5, 2013 shall be in full force and effect from the date of its signing.
6. Notwithstanding paragraph 5 above, anytime after June 30, 2015, either party may provide written notice to terminate this protocol agreement. Should such notice be provided, the employer policy grievance will be re-activated and scheduled to be heard by Arbitrator McPhillips. The protocol agreement shall then continue to be in full force and effect until the arbitration award of Arbitrator McPhillips is rendered on the employer's policy grievance.
7. The parties agree that any decision or agreement made under this Memorandum of Agreement:
 - by the employer to verify distribution under paragraph 2.c
 - by the local parties reaching agreement under paragraph 2.d
 - by the arbitrator under 2.k
 - by the provincial parties under paragraph 6 or 9

are all on a without precedent and prejudice basis to their respective positions and will not be referred to in any legal proceedings of any nature.
8. As an alternative, the steps in paragraph 2 of this Memorandum of Agreement could be fulfilled at the provincial level between BCPSEA and the BCTF. Should this occur, the steps laid out in paragraph 3 shall then proceed at the local level following the completion of the steps of paragraph 2 at the provincial level.
9. Arbitrator Hall will remain seized of implementation and compliance with this Memorandum of Agreement for the period that it is in effect.
10. Implementation of this Memorandum of Agreement is in no way an acknowledgement, endorsement or agreement by the employer of the views, statements or content of the union initiated or produced materials.

11. This agreement will not be referred to in any future legal proceedings of any nature, including that of the policy grievance described above.



BCPSEA



BCTF

Oct 2/13

Signed

Oct. 2, 2013

Signed

Request that your child be excused from the FSA

British Columbia Teachers' Federation | 100-550 West 6th Avenue, Vancouver, BC V5Z 4P2

Dear Parents,

For many years, BC teachers have worked with education partners to find ways to assess our public education system that don't include the Foundation Skills Assessment (FSA).

Despite the COVID-19 pandemic, these government-mandated tests for Grade 4 and 7 students are still scheduled to take place this fall. Teachers are asking you to request that your children be excused from these tests. With the COVID-19 pandemic, we believe this is more important than ever.

Students are facing immense pressure and teachers do not want to add to this stress.

Teachers believe these tests are taking away from valuable class time. Now is the time for building community and creating supportive class environments after the pandemic disrupted in-class learning and altered our students' lives.

The FSA tests do not count toward your children's marks and they do not help students learn or teachers teach. Teachers do not believe the FSA is a reliable method of measuring individual progress.

Teachers are concerned with the misuse of data from these tests. FSA data rarely results in more funding and resources to meet our students' needs. However, the Fraser Institute has used the data to unfairly and inappropriately rank schools.



We believe that parents who make an informed decision to ask that their children not write the tests should have their wishes respected.

The best source of information about your children's progress is their classroom teacher. Please take the opportunity to reach out at any time with your questions or concerns. Your children's teachers will be happy to help.


Teri Mooring, President

Please detach and use the letter to request that your Grade 4 or 7 child be withdrawn from the 2021 FSA testing.



Dear Principal,

In accordance with Ministry of Education guidelines concerning exemptions, I understand that administrators may excuse a student in the event of a family emergency, lengthy illness, or other extenuating circumstances.

Please excuse my child, _____,
from the Foundation Skills Assessment (FSA) tests.

Thank you for respecting my request.

Sincerely,

Parent/guardian signature

Parents Should Know: FSA Tests Are Not Useful



Let's stop wasting class time on Foundation Skills Assessment tests

What teachers believe:

- FSA testing is not useful nor helpful, this is particularly true during a pandemic, when stress levels are already heightened.
- All students had their education disrupted last spring, and time is needed for students to adjust to all the changes in schools.
- Teachers need to use valuable in-class time to focus on teaching and learning rather than spending hours administering a test.
- Teachers use a wide variety of formal and informal methods to effectively assess student progress and to meet individual student needs.
- Ongoing classroom assessment helps teachers plan and adapt lessons and allow students to show what they are learning in many different ways.
- Teachers have long advocated for better ways than the FSA to see how the BC school system meets the learning needs of individuals and groups.
- The FSA is not a reliable method of measuring an individual child's progress and was not designed for this purpose.
- Better models of provincial assessment with protections to ensure the ethical use of students' data are possible.

What the research says:

Effective classroom assessment provides the best support for student learning. Large-scale assessment is most useful for broadly evaluating the education system and its programs.

Large-scale testing may affect students' motivation and learning, with the worst effects being on low-achieving students, who most need support. Effects of testing may include:

- Student focus on short-term goals: "What's on the test?"
- Students decide they are unable to succeed and giving up.
- "Teaching to the test" instead of developing a real understanding of the subject area or skill.
- Students, parents, and others believing that test results are the best measurements of intelligence or ability.

There are millions of achievement tests, and multi-millions of test items, but there is little evidence that creating more achievement tests will help much. Even if the tests become more available online, more responsive, adaptive and efficient (and prettier) for as long as they are focused on providing information about student achievement, they will continue to tell us little.

—John Hattie, *What doesn't work in education: The politics of distraction*, 2015



What teachers are concerned about:

- The purpose of classroom assessment is to support student learning. Teachers oppose the FSA tests because they interfere with instruction and do nothing to improve student achievement.
- The misuse of FSA testing results by the Fraser Institute creates misleading school rankings that misrepresent the results and harms school communities.

One of the significant failings of the current Foundation Skills Assessment (FSA) program is that the results are used to make judgments that go beyond its mandate. [Outside groups] misinterpret and publicize results in ways that are damaging to classrooms and schools, and therefore damaging to learners."

—Final Report of the Advisory Group on Provincial Assessment, May 2014

What teachers are doing:

- Teachers are asking parents to withdraw their children from participation in the Grade 4 and Grade 7 FSA assessments according to Ministry of Education guidelines concerning exemptions.
- Teachers continue to use a wide range of assessment tools in their classrooms to support student learning. This allows teachers to monitor progress and adjust their teaching to meet student needs.
- Teachers will continue to work with parents and others in the education community to find assessments that are educationally sound and work for everyone.



Sometimes, the most brilliant and intelligent minds do not shine in standardized tests because they do not have standardized minds.

—Diane Ravitch, Education Historian and Education Policy Analyst

What you can do:

- Parents can ask school principals to withdraw their children from the FSA tests, according to Ministry of Education guidelines concerning exemptions. There is a withdrawal letter and form available on the bctf.ca website.
- Talk to teachers about the assessments they use to support learning.
- Join other parents in a conversation on the impacts of the FSA testing.

For further information: bctf.ca