

**SETTLEMENT AGREEMENT**

**BETWEEN**

Murray Corren and Peter Corren

(Complainants)

**AND**

Her Majesty the Queen in Right of the Province of British Columbia  
as represented by the Ministry of Education

(Respondent)

WHEREAS Murray and Peter Corren ("Complainants") and Her Majesty the Queen in Right of the Province of British Columbia as Represented by the Ministry of Education ("Respondent") are parties to complaint numbers 75 and 941 currently before the BC Human Rights Tribunal and scheduled for hearing from July 4 to 28, 2006;

AND WHEREAS the parties have agreed that proceeding to adjudication by the BC Human Rights Tribunal of complaint numbers 75 and 941 is not desirable in the circumstances;

AND WHEREAS the parties have agreed that the issues between them are most appropriately resolved on a constructive, forward-looking and consensual basis;

THEREFORE the parties have agreed as follows:

**1. Opting for Alternative Delivery Policy**

The Respondent will take the following actions in respect of its Opting for Alternative Delivery Policy ("Policy"):

**A. Revision to Considerations for Program Delivery**

From May 15, 2006 onwards, as each Integrated Resource Package ("IRP") excepting *Health and Career Education K-7, Health and Career Education 8 and 9, and Planning 10* comes up on the curriculum revision schedule, the Respondent will add the following statement to the "Considerations for Program Delivery" section of each such IRP:

The Opting for Alternative Delivery Policy does not apply to this IRP.

**B. Amendment of Policy and Explanatory Letter**

The Respondent will amend the Policy to state expressly that the Policy applies to *Health and Career Education K-7, Health and Career Education 8 and 9, and Planning 10* and not to any other IRPs; and that it applies only to the Health curriculum organizer of each of these three IRPs and to no other curriculum organizers.

The Respondent will draft a letter to all public School Board Chairs and school district Superintendents ("Letter") that will be copied to the BC School Trustees Association, BC School Superintendents Association, BC Principals' and Vice-Principals' Association, BC Teachers' Federation, and the BC Confederation of Parent Advisory Councils that will clarify the true nature and limited reach of the Policy.

The Respondent will provide the amended draft Policy and the draft Letter to the Complainants for their review on or before July 15, 2006. The Complainants will provide their comments on the amended draft Policy and draft Letter on or before August 1, 2006. The Respondent will finalize the wording of the Policy and the Letter, and will implement the Policy and send out the Letter, with copies of each to the Complainants, on or before September 15, 2006.

**2. Curriculum Revision**

**A. Internal Review Process**

The Respondent will draft internal review guidelines ("Guidelines") for the Ministry of Education to use in its review of draft IRPs. The purpose of the Guidelines is to ensure that every draft IRP incorporates consideration of equality and respect for all learners. To that end, the Guidelines will provide a framework for the Ministry to review each draft IRP from the perspective of inclusion and respect for diversity with respect to sexual orientation, and other grounds of discrimination, and an over-arching concern for social justice.

The Respondent will consult with the Complainants in preparing the Guidelines. Such consultation may take the form of one or more in-person meetings between the Complainants and staff of the Equity and Diversity Unit or other Ministry staff, and/or written communications. During the consultation process, each party may confer as appropriate on a confidential basis with experts in the field.

The Respondent will provide the Complainants with a draft of the Guidelines for their comment on or before August 1, 2006. The Complainants will provide comment on the draft Guidelines on or before August 31, 2006. The Ministry will finalize the Guidelines for implementation on or before September 30, 2006.

## **B. Amplification of External Review**

The Complainants will provide the Respondent with a list of and contact information for organizations or groups with expertise in sexual orientation, homophobia, and other issues of inclusion and diversity in the curriculum.

Following the Complainants' provision of their list of contact information, the Respondent will solicit feedback directly from these organizations and groups regarding the IRP Response Draft(s), when each Response Draft is posted on the Ministry's website. The Respondent will consider comments received from such organizations and groups, together with other public responses, in finalizing each IRP.

## **C. Amendment to Curriculum Revision Schedule**

Within one week of the date of implementation of the Guidelines referred to in Art. 2A above, the Respondent will provide the Complainants with the curriculum revision schedule. The Complainants may identify any IRP(s) from the schedule that they consider should be given priority for revision in light of sexual orientation issues and provide the names of those IRP(s), in order of priority, to the Respondent. Within one month from the date that any such list is provided, the Respondent will provide a written response to the Complainants outlining and setting out the reasons as to what changes to the curriculum schedule have or have not been made.

## **3. New Curriculum**

### **A. Development of a Social Justice IRP**

The Respondent will develop an optional Grade 12 IRP on social justice issues ("Social Justice IRP"). The purpose of this IRP will be to explore, from legal, political, ethical and economic perspectives, the concept of a just and equitable society in which there is full participation of all peoples. One topic of study within the Social Justice IRP will address issues of sexual orientation/gender identity.

The Respondent will consult with the Complainants, whether by means of meetings between Ministry staff and the Complainants or by other means of communication, regarding the development and overall structure of the Social Justice IRP, relevant resources and expertise, including the structure and content of the sexual orientation/gender identity topic.

Prior to release of the Social Justice 12 Response Draft for public review and response, the Respondent will provide the Complainants with a draft of the sexual orientation/gender identity portion for their review, and will make revisions as appropriate in light of the comments received. The Complainants may consult experts, on a confidential basis, to assist them in providing such comment.

## **B. Implementation Timetable**

The Respondent will complete a pilot version of the Social Justice IRP on or before June 30, 2007, in preparation for piloting during the 2007-08 school year, followed by full implementation in September 2008.

### **4. Guidelines for Curriculum Delivery**

Drawing upon the *BC Performance Standards for Social Responsibility, Shared Learning: Integrating Aboriginal Content K-10, Diversity in BC Schools: A Framework, and Safe, Caring and Orderly Schools: A Guide*, among other resources, the Respondent will develop guidelines to assist teachers in delivering the K-12 public school curriculum so as to enhance social justice, respect diversity and achieve equality for all learners ("Delivery Guidelines").

The Respondent will consult with stakeholder groups, including experts in social responsibility issues, and with the Complainants in developing the Delivery Guidelines. The Delivery Guidelines will be completed and distributed throughout the public school system in September 2007.

### **5. Public Statement**

The parties will meet to attempt to negotiate a mutually agreeable public statement about the terms of resolution of the complaints. If such agreement cannot be reached on or before May 31, 2006, the parties may issue their own respective public statements. The parties further agree that they will not publicly discuss the settlement of the complaint, including the terms of settlement prior to May 31, 2006.

### **6. Monitoring of Terms of Settlement Agreement**

The Complainants and the Deputy Minister of Education will meet on or about the six-month anniversary of the date of the execution of this Agreement, and at six-month intervals thereafter until September 1, 2007, for the purpose of ensuring timely and adequate implementation of the terms of this Agreement.

### **7. Withdrawal of Complaints**

Within one week of the date of any public statement and, in any event no later than May 31, 2006, the Complainants will withdraw Complaint Nos. 75 and 941 by filing a Notice of Withdrawal (Form 6) with the Tribunal.

### **8. Independent Legal Advice**

The Complainants and Respondent have their respective legal counsel and have each received independent legal advice, and have each read and fully understood the content, terms, and effect of this Agreement.

### **9. Confidentiality**

Subject to any public statement made pursuant to Article 5 of this Agreement, anything said by a participant or any information or documents exchanged during any meetings or discussions covered by this Agreement are confidential, except to the extent to which the parties agree, or as may be required by law.

### **10. Release Time**

The Respondent will arrange release time for Murray Corren between the date of this Agreement and June 30, 2007 to the extent necessary for him participate in any meetings between the parties in fulfillment of the terms of this Agreement.

### **11. Enforcement of Agreement**

In the event of a disagreement between the parties as to what constitutes compliance with one or more terms of this Agreement, the parties agree to request the Chair of the BC Human Rights Tribunal to appoint a mediator to continue the mediation services previously provided by the Tribunal in relation to Complaint Nos. 75 and 941. The parties agree to mediate in a good faith attempt to resolve their differences. The parties further agree that any mediator appointed for this purpose will not be compellable as a witness and his or her notes will not be producible in any proceeding, and that no party will take any legal action against the mediator in respect of such a mediation. In the event that mediation is unsuccessful, the parties acknowledge that the Agreement is a binding contract and is enforceable by the Supreme Court of British Columbia as provided by s. 30 of the *Human Rights Code*.

### **12. No Admission of Liability**

The parties acknowledge and agree that this Agreement is made as a compromise of a disputed claim, and the execution of this Agreement does not represent an admission of liability by the Respondent.

### **13. Amendment**

The parties may amend the terms of this Agreement in writing upon mutual consent.

14. Execution

The undersigned have authority to settle these complaints. This Agreement is signed in full and final settlement of complaint numbers 75 and 941 before the BC Human Rights Tribunal.

DATED this 28 day of April, 2006 )

Murray Corren  
MURRAY CORREN, Complainant )

Peter Corren  
PETER CORREN, Complainant )

DATED this 27<sup>th</sup> day of April, 2006 )

Allan Seckel  
ALLAN SECKEL  
On behalf of Her Majesty the Queen in  
Right of the Province of British Columbia )

Witness: \_\_\_\_\_

**JUDITH DOULIS**  
*Barrister & Solicitor*  
Community Legal Assistance Society  
#300 - 1140 West Pender Street  
Vancouver, B.C. V6E 4G1

Witness: Camie Seckel