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**SECTION D - WORKING AND LEARNING CONDITIONS**

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“FOR INFORMATION ONLY:

The following class size language is significantly affected by the ‘Memorandum of Agreement – K-3 Primary Class Size’. This Memorandum is attached to this contract as Appendix C.

The basics of the Memorandum provide the following maximum class sizes:

	<u>98-99</u>	<u>99-00</u>	<u>00-01</u>
K	20	20	20
1	25	23	22
2		23	22
3		23	22

For further details on split classes and other details, the actual Memorandum should be consulted.

Where there is more than one grade in a split primary class (i.e. K/1) the class size maximum for the lower grade shall apply.

Where there is a combined primary/intermediate class, an average of (a) the maximum class size of the lowest involved primary grade and (b) the maximum class size of the lowest involved intermediate grade will apply.”

**ARTICLE D.1 - CLASS SIZE**

The parties recognize that the achievement and maintenance of reasonable class size is in keeping with their desire to maximize the learning experiences of all students in the school district. The parties also recognize that flexibility in student grouping is necessary, desirable and will occur at the school level. The class size guidelines outlined below will become effective July 1, 1991.

1.1 Where possible to do so, classes will be established by September 30 and by February 28 for second semester.

1.2 (a) The Board accepts the following goals for class size maxima:

Elementary:

First year primary	20
Other primary	24
Multi-year intermediate	27
Intermediate	29

Middle:

Multi-year intermediate	27
Other intermediate	29

Secondary:

Combined classes	27
Intermediate	29
Graduation	29

(b) Special Education (Function 3) and Learning Assistance groupings will be at currently recognized district levels.

(c) Where safety is a factor, the number of students in a laboratory, shop or other specialized class shall not exceed the number for which the facility is designed.

~~1.3 In order to fulfill sound educational purposes, the principal, in consultation with the teacher(s) involved and with the approval of the Superintendent of Schools, may create specific groupings of students, varying from the class sizes stated above.~~

1.4 The goals may be exceeded by up to two (2) students after consultation with the affected teacher(s). ~~Assistance will be given to the teacher(s) which reasonably compensates for the extra work load.~~

~~1.5 The Association recognizes the authority of the Board in exceeding these goals when external budgetary or legislative constraints are imposed.~~

1.6 Notwithstanding the above a teacher who is concerned that the physical environment, composition or class size of his/her class seriously affects normal expectations for student learning, or where safety is a factor, has the responsibility to bring those concerns to the attention of the principal of the school.

~~1.7 To deal with any grievance arising out of Article D.1 (Class Size) the following grievance procedure may be applied instead of the grievance procedure set out in Article A.6 (Grievance Procedure):~~

~~(a) Step 1~~

~~The teacher and/or the staff representative shall meet with the principal, with or without another member of the school staff, to resolve the concern unless the teacher has already done so under D.1.6.~~

~~(b) Step 2~~

~~In the event that the matter is not resolved in Step 1 above, it shall be referred to Step 2 of the Grievance Procedure (Article A.6).~~

~~1.8 In the event that the matter is not resolved after the meeting in 1.7(b), the Association may refer this matter to expedited arbitration (Article A.7).~~

**ARTICLE D.2 - STAFFING FORMULA (PCA - D.1)**

**Non-enrolling/English as a Second Language Teachers**

2.1 The Government will provide funding in order to decrease the ratios of non-enrolling teachers to students. Notwithstanding the ratios established in this article, in no event will the financial obligations to Government or School Districts resulting from this article

exceed the funding being made available by Government, in each year of the Agreement, as follows:

Year 1 (July 1, 1998 to June 30, 1999)	\$20 million
Year 2 (July 1, 1999 to June 30, 2000)	\$5 million
Year 3 (July 1, 2000 to June 30, 2001)	\$5 million

2.2 Districts shall utilize the funding outlined above, exclusively for the purposes of hiring additional non-enrolling teachers and will make all reasonable efforts to comply with the non-enrolling staffing ratios agreed by the Parties, which are estimated to be achievable within the allocation of funding and are described below.

2.3 **Non-enrolling staffing ratios**

i. Employee staffing ratios in each category shall not decrease below the number reported in the 1997/98 Ministry form 1530.

ii. **Teacher Librarians**

Effective July 1, 1998, teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to **nine hundred and twenty-one (921) students**.

Effective July 1, 1999, teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to **seven hundred and two (702) students**.

iii. **Counsellors**

Effective July 1, 1998, counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to **six hundred and ninety-three (693) students**.

iv. **Learning Assistance Teachers**

Effective July 1, 1998, learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to **five hundred and eighteen (518) students**.

Effective July 1, 2000, learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to **five hundred and four (504) students**.

v. **Special Education Resource Teachers**

Special education resource teachers shall be defined as those teachers assigned to programs 1.16, 1.17 and 1.18 by School Districts on Ministry form 1530, September 1997.

Effective July 1, 1998, special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to **three hundred and forty-two (342) students**.

2.4 **Support for ESL Students**

i. ESL students shall be defined pursuant to the definition used for reporting to the Ministry in the 1996 form 1701, "those students whose English language performance

is sufficiently different from standard English to prevent them from reaching their potential”.

- ii. Effective July 1, 1998, teachers specifically assigned to providing instruction to ESL students shall be provided on a minimum pro-rated basis of at least one (1) ESL teacher to **fifty-four (54) identified students**. Staffing ratios shall not decrease below the number reflected in the 1997/98 Ministry form 1530.

## 2.5 Process

- i. By May 15, 1998, the Ministry of Education will provide to each district, in writing, an estimated funding amount that will be provided to achieve the goals of this article, subject to all of the provisions and expectations of this article.
  - ii. By May 30, 1998, School Districts shall provide to the Ministry in writing, with copies to the Local and BCTF, staffing plans for each school and district for each category outlined in paragraphs 3 and 4 above, that set out how the estimated funding shall be utilized.
  - iii. In the event the District concludes it will not be able to achieve the required ratios with the estimated funds, or that the implementation of this article creates other costs which cannot be met with the allocated funds, the District shall, by no later than May 30 of that year submit its staffing plan to the Ministry, with copies to the Local and state therein the reasons why, in the opinion of the District, it is not possible to achieve the ratios which would otherwise apply.
  - iv. Within 10 days of submission of the staffing plan referred to above, a joint committee of no more than 3 representatives of the District and no more than 3 representatives of the Local shall meet to address whether it is possible to resolve any outstanding issues in order to achieve the non-enrolling ratios referred to in this Agreement.
  - v. Where this process fails, either party, within 5 working days, may refer the matter to Vince Ready or another mutually acceptable arbitrator for binding decision. Such decision shall be provided within 10 days of the referral.
  - vi. By June 15, 1998, the Ministry of Education shall communicate to School Districts, in writing, the level of funding the District will receive in Year 1 to support increased levels of non-enrolling staffing.
  - vii. By September 30 in each year of this agreement, each District shall submit to the Ministry with copies to the Local and the BCTF, the Staffing Formulae Implementation Plan detailing the actual staffing formulae for the categories identified in paragraphs 3 and 4 above.
- 2.6 The process set out in paragraph 6 will be implemented on an accelerated schedule as determined by the Ministry of Education, in consultation with the Parties, for years 2 and 3 of the Agreement.
- 2.7 All provisions regarding non-enrolling teachers, in the previous Collective Agreement shall apply, except as modified by this article. Where the previous Collective Agreement provides for services, case load limits or ratios additional or superior to those established

through this process, the services, case load limits or ratios from the previous Collective Agreement shall continue to apply.

### **ARTICLE D.3 - MAINSTREAMING/INTEGRATION**

For the purpose of this Article, an exceptional student means: moderately mentally handicapped, severely and profoundly mentally handicapped, physically handicapped, visually impaired, hearing impaired, autistic, severe learning disabled, mildly mentally handicapped, severe behaviour, or dependent handicapped as determined by the Superintendent of Schools or designate. The definitions for these categories shall be as prescribed by the Ministry of Education.

- 3.1 Receiving teachers shall be advised as early as possible when exceptional students are to be placed in their class or classes in order that consultation can take place with the school-based team. Where possible, the advice and consultation shall occur prior to the student placement. The school-based team may include the classroom teacher(s), Administrative Officer(s), Director of Instruction, auxiliary professional personnel, the parents and/or the student(s) (where applicable) and other appropriate personnel.
- 3.2 After consultation and with the approval of the Director of Instruction, teachers shall receive appropriate in-service training to assist with educational programming of identified exceptional students.
- 3.3 Release time for such in-service training or professional development, funded by the Board, shall be arranged at least concurrent with the placement of a student with exceptional needs subject to the approval of the Director of Instruction.
- 3.4 Where such in-service training or professional development is initiated by the Board for the months of July or August, the teacher shall be paid at the rate of 1/195 of annual salary for each day of such training.
- 3.5 The school-based team in each school shall be allocated resources to arrange, periodically, during a school year, for time free from instructional duties for teachers of integrated exceptional students. This time shall be used to evaluate program effectiveness and to confer with teacher assistants, other teachers, case managers, District personnel, itinerant teachers and others concerning the exceptional students.
- 3.6 Individual Educational Plans for exceptional students shall be written by the assigned program manager after consultation with the classroom teacher(s), principal, parents, and other appropriate personnel.
- 3.7 The school-based team shall review the needs of the exceptional students assigned to the school. It shall determine appropriate placements within the school based on current numbers of exceptional students integrated into each regular classroom and based on other educational considerations.
- 3.8 An Administrative Officer and the classroom teacher(s) shall establish clear procedures for the carrying out of fire and earthquake drills that expedite the evacuation and care of

exceptional students. When there is sufficient time to do so, the procedures shall be established prior to the introduction of the exceptional students into regular classrooms.

#### **ARTICLE D.4 - CLASS COMPOSITION**

- 4.1 The Board and the Association recognize that the composition of a class may seriously affect normal expectations for student learning.
- 4.2 Where teachers determine that there are students in their classes who seriously affect normal expectations for student learning in the classroom, teachers may refer such students to the school-based team as defined in Article D.3.1 (Mainstreaming/Integration).
- 4.3 The school-based team, together with the classroom teacher, shall meet to consider the referral.
- 4.4 The school-based team may do any of the following:
  - (a) recommend educational program modifications for the student;
  - (b) direct a further assessment of the student;
  - (c) make an alternate placement when there is an appropriate alternate placement available within the school for the student;
  - (d) recommend to the Director of Instruction that teacher assistant time be provided;
  - (e) provide for time free from instruction for the teacher and other school-based personnel subject to the resources available to it to facilitate ongoing assessment and consultations; and
  - (f) other suggestions or assistance it may consider to be appropriate in the circumstances.

#### **ARTICLE D.16 - HOME EDUCATION**

- 16.1 A teacher shall only be required to register, instruct and prepare materials and exams for those home schooled students enrolled and attending for instruction in a class or classes taught by that teacher.
- 16.2 Except as provided in Article D.16.1 above, a teacher asked to do an evaluation or assessment of a continuing home schooled student shall be given adequate release time for such purpose.

## APPENDIX C

### MEMORANDUM OF AGREEMENT K – 3 PRIMARY CLASS SIZE

This Memorandum of Agreement is appended to and will be signed off as part of the Agreement in Committee between the British Columbia Teachers' Federation and the Government of British Columbia entered into on 17th day of April, 1998.

1. The parties are committed to reducing class size in the primary grades (K to 3) and to providing funding, as defined in paragraph 8 below, to achieve that objective.
2. The term of this Memorandum of Agreement shall commence on ratification of the Collective Agreement and conclude on June 30, 2001.
3. All current class size and composition provisions in the Previous Collective Agreement shall continue to apply, with the exceptions as noted in paragraphs 4, 5 and 7 below.
4. a) In Year 1 of the Agreement, the Government will provide funding, as defined in paragraph 8 below, to accomplish maximum class sizes, to be in effect by September 30, 1998, as follows:
  - Kindergarten 20
  - Grade 1 25
  - Grade 2 As per Previous Collective Agreement
  - Grade 3 As per Previous Collective Agreement
- b) In Year 2 of the Agreement, the Government will provide funding, as defined in paragraph 8 below, to accomplish maximum class sizes, to be in effect by September 30, 1999, as follows:
  - Kindergarten 20
  - Grade 1 23
  - Grade 2 23
  - Grade 3 23
- c) In Year 3 of the Agreement, the Government will provide funding, as defined in paragraph 8 below, to accomplish maximum class sizes, to be in effect by September 30, 2000, as follows:
  - Kindergarten 20
  - Grade 1 22
  - Grade 2 22

5. Where there is more than one primary grade in any class with primary students, the class size maximum for the lower grade shall apply.
6. Any provisions found in the previous Collective Agreement(s) which would allow class size numbers to exceed those found in paragraphs 4 and 5 above and paragraph 7 below, except with respect to Grades 2 and 3 in Year 1 of this Memorandum of Agreement, shall not apply.
7. Where there is a combined primary/intermediate class, an average of (a) the maximum class size of the lowest involved primary grade and (b) the maximum class size of the lowest involved intermediate grade will apply.
8. Notwithstanding any of the foregoing, in no event will the financial obligations to Government or school districts resulting from this Agreement exceed the funding being made available by Government, as follows:

Year 1 (July 1, 1998 to June 30, 1999)	\$5 million
Year 2 (July 1, 1999 to June 30, 2000)	\$20 million
Year 3 (July 1, 2000 to June 30, 2001)	\$20 million

9. Districts shall utilize the funding provided in paragraph 8 above exclusively for the purposes of hiring additional enrolling K to 3 classroom teachers and will make all reasonable efforts to comply with the class size maximums set out in paragraphs 4 and 5 above.
  - a) By May 15, 1998, the Ministry of Education will provide to each district, in writing, an estimated funding amount that will be provided to achieve the goals of this Memorandum of Agreement, subject to all of the provisions and expectations of this Agreement.
  - b) By May 30, 1998, School Districts shall provide to the Ministry with copies to the Local, in writing K-3 staffing plan(s) for each school enrolling primary grades, that sets out how the estimated funding referred to in (a) above shall be utilised to staff within the class size maximums in paragraphs 4 and 5 above.
  - c) In the event a District concludes it will not be able to achieve the required class size maximums with the estimated funds made available to them, the district shall, by no later than May 30 of that year, submit to the Ministry its staffing plan and state therein the reasons why, in the opinion of the district, it is not possible to achieve the class size maximums which would otherwise apply. Copies of the staffing plan shall also be provided at the same time to the corresponding local(s) of the BCTF.

Within 10 days of the submission of the report referred to above, a joint committee of no more than 3 representatives of the District and no more than 3 representatives of the Local shall meet to address whether it is possible to resolve any outstanding issues in order to achieve the class size maximums set out in this Agreement.



*ERRORS AND OMISSIONS EXCEPTED*

Where this process fails, either party, within 5 working days, may refer the matter to Vince Ready or another mutually acceptable arbitrator for binding decision. Such decision shall be provided within 10 days of the referral.

- d) By June 15, 1998, the Ministry of Education shall communicate to School Districts, in writing, the level of funding the District will receive in Year 1 to support increased levels of staffing in the primary grades (K-3).
- e) By October 15 in each year of this Memorandum of Agreement each district shall submit a K-3 Implementation Plan, detailing the allocation of staffing and the actual K-3 class size for the district, to the Ministry with a copy to the local.

If there is a dispute over the October 15 K-3 Implementation Plan that is not resolved through the grievance procedure, the matter may be referred by either party for expedited arbitration. The expedited arbitration will commence no later than 28 days after the referral of the grievance for expedited arbitration. The arbitrator will be from a list of agreed upon arbitrators, as established by the parties, and will issue a decision no later than 21 days after the conclusion of the hearing.

- f) In the event that additional enrollment after September 30 makes it impossible to comply with the maximums set out in paragraphs 4, 5, and 7 within the resources made available, then in those circumstances only, the provisions of the previous Collective Agreement shall apply.
- 10. The process set out in Paragraph 9 will be implemented on an accelerated schedule, as determined by the Ministry of Education, for Years 2 and 3 of the Agreement.
  - 11. Where class size or workload maximums/restrictions contained in the Previous Collective Agreement are lower than those in this Memorandum of Agreement, the maximums from the Previous Collective Agreement shall apply.
  - 12. In the event of non-renewal of this Memorandum of Agreement on Primary Class Size (K-3), class size and composition provision(s) in the Previous Collective Agreement shall continue to apply.

Original Signed by:

\_\_\_\_\_  
Ray Worley  
Elsie McMurphy  
Kit Krieger

\_\_\_\_\_  
Russ Pratt  
Tony Penikett  
Don Avison

On Behalf of the BC  
Teachers' Federation

On Behalf of Government