

SECTION D: WORKING AND LEARNING CONDITIONS

D.1.0 STAFFING FORMULA – NON-ENROLLING/ENGLISH AS A SECOND LANGUAGE TEACHERS [P.C.–D.1]

D.1.1 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

D.1.2 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.

D.1.3 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 as follows:

Teacher Librarians: 1:609

Counsellors: 1:693

Learning Assistance Teachers: 1:511

Special Education Resource Teachers: 1:341

Support for ESL Students: 1:74.

ii. Teacher Librarians

Effective July 1, 1998, teacher librarians shall be provided on a minimum pro-rated basis of teacher librarians to students in the ratio 1:609.

Effective July 1, 1999, teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to six hundred and nine (609) 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 learning assistance teachers to students in the ratio of 1:511.

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 forty-one (341) students.

D.1.4 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 seventy four (74) identified students. Staffing ratios shall not decrease below the number reflected in the 1997/98 Ministry form 1530 and as shown in Appendix A attached.

D.1.5 Process [New Process Provisions as revised by June 4, 1999 Letter of Understanding]

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. This funding will be

based on the non-enrolling requirements as delineated in Appendix A.

- ii. Prior to June 10, 1999 and May 30 in subsequent years, each school district shall hold a meeting with representatives of the Local for the purpose of general discussion of staffing plans for schools within that school district. The district shall make the Local aware of any potential non-compliance with non-enrolling/ESL staffing ratios and the reasons for that potential non-compliance.
- iii. In the event that the District concludes it is not able to achieve the required ratios with the estimated funds, or that implementation of the article creates other costs which cannot be met with the allocated funds, the District shall, by no later than June 15 of that year submit its staffing plan to the Ministry, with copies to the Local, BCTF and BCPSEA 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. Between June 16 and September 15, inclusive, the staffing plan may be referred to a joint committee of no more than 3 representatives of the District and no more than 3 representatives of the Local. Any Local believing its Board not to be in compliance with respect to meeting required ratios, may also call for and have a meeting of the joint committee. The joint committee shall meet within five working days of such referral and shall address whether or not it is possible to resolve any outstanding issues in order to achieve the non-enrolling/ESL ratios referred to in the Agreement.
- v. When this process fails, either party, within 5 working days, may refer the matter to a mutually acceptable arbitrator from the agreed upon list for an expedited arbitration..
- vi. By September 30, the Ministry of Education shall communicate to School Districts, in writing, the level of funding the District will receive in each year 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.

[Note: Please refer to June 22, 1999 Letter of Understanding #4, for list of agreed-to arbitrators, attached to this contract.]

D.1.6 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.

D.1.7 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.

D.2.0 CLASS SIZE/TEACHER WORKLOAD OSTU

ARTICLE D.2 K-3 PRIMARY CLASS SIZE

The parties are committed to primary class size maximums as defined in D.2.1 through D.2.4 below.

1. All current class size and composition provisions in the Previous Collective Agreement shall continue to apply, with the exceptions as noted in D.2.2.a through D.2.4 below.
2. (a) Maximum class sizes are to be in effect by September 30 as follows:

Kindergarten	20
Grade 1	22
Grade 2	22
Grade 3	22
- (b) Except as provided in D.2.9.h below, the financial obligations of school districts resulting from this article shall not exceed the trust funds made available by Government for this purpose.
- (c) By May 15 of each year, 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 the provisions and expectations of this article.
- (d) Districts shall utilize the trust funding provided exclusively for the purposes of hiring K-3 classroom teachers to maintain the primary class size and will make all reasonable efforts to comply with the class size maximums set out in Article D.2.2.a through D.2.4.
3. Where there is more than one primary grade in any class with primary students, the class size maximum for the lower grade shall apply.
4. 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.
5. Any provisions found in the Previous Collective Agreement, which would allow class size numbers to exceed those found in D.2.2.a through D.2.4 above, shall not apply.

6. Spring Process - Staffing Plan:

- (a) Prior to May 30 each year, each school district shall hold a meeting with representatives of the local for the purpose of general discussion of staffing plans within that district. The district shall make the local aware of any potential non-compliance with the primary class size maximums and the reasons for that potential non-compliance.
- (b) In the event that the district concludes that it is not able to achieve the primary class size maximums, the district shall, by no later than June 15 of that year, submit its staffing plan to the local, BCTF and BCPSEA and state therein why, in the opinion of the district, it is not possible to achieve the class size maximums which would otherwise apply.
- (c) Between June 16 and September 15, inclusive, the staffing plan may be referred to a joint committee of no more than three representatives of the district and no more than three representatives of the local. Any local believing its board not to be in compliance with respect to meeting the class size maximums, may also call for a meeting of the joint committee. The joint committee shall meet within five working days of such referral and shall address whether or not it is possible to resolve any outstanding issues in order to achieve the class size maximums referred to in this article.
- (d) When this process fails, either party, within five working days, may refer the matter to a mutually acceptable arbitrator from the agreed-upon list for an expedited arbitration pursuant to D.2.7.c below.

7. Fall Implementation Plan:

- (a) By October 15 in each year, each district shall submit to the local a K-3 Implementation Plan, detailing the allocation of staffing and the actual K-3 class size for the district.
- (b) 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 pursuant to D.2.7.c.
- (c) 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.

Note: (Please refer to June 22, 1999 Letter of Understanding No.4 for the list of agreed-to arbitrators).

8. In the event that additional enrollment after September 30 makes it impossible to comply with the maximums set out in D.2.2.a through D.2.4 above, within the resources made available, then in those circumstances only, the provisions of the Previous Collective Agreement shall apply.
9. Dealing With Special Circumstances:
 - (a) At any time, the school district or the local may wish to discuss an issue of non-compliance with the K-3 class size provisions at a particular school. Notification shall be provided to the other party, in writing, setting out the issue including: compelling family issues; sibling attendance at the same school; the age of the affected student; distance to be traveled and/or available transportation; safety of the student; physical capabilities of the student; accessibility to special programs and services; anticipated attrition; and time of year.
 - (b) No more than three (3) representatives from each of the parties shall meet, within five (5) working days of receipt of such notification, to clarify the issue and to make all reasonable efforts to achieve a mutually agreeable resolution including:
 - i. provision of additional resources, from any unallocated K-3 trust funds in the district, such that the class size maximums can be achieved or;
 - ii. in the event that the district can demonstrate, to the satisfaction of the local, that all trust funds have been allocated, pursuant to D.2.2.d above; provision of additional resources from any K-3 or non-enrolling trust fund surplus held by government such that the class size maximums can be achieved;
 - iii. reconfiguration of classes/grades such that the class size maximums can be achieved;
 - iv. exceeding the class size maximums where additional support and/or compensation is provided to the teacher(s) affected.

- (c) Where a mutually agreeable resolution is reached that involves a variation to the class size provisions of the Collective Agreement, that resolution is without prejudice and precedent.
- (d) Any such variation to the class size provisions of the Collective Agreement shall be made only to the extent required to resolve the issue.
- (e) Resolutions reached as a result of the process outlined in 9. (a-d) above shall require the approval of the provincial parties.
- (f) If no resolution is reached within ten (10) working days of the meeting held pursuant to 9.b above, either party may refer the matter to expedited arbitration pursuant to D.2.7.c above.
- (g) The arbitrator in 9 f. above shall have the authority to make a final decision on the issue.
- (h) Where the arbitrator determines that it is reasonable, in all of the circumstances, to exceed the class size limits, he/she shall determine what additional support and/or compensation shall be provided to the teacher(s) affected.

10. Where class size or workload maximums/restrictions contained in the Previous Collective Agreement are lower than those in this article the maximums from the Previous Collective Agreement shall apply.

D.2.1 The parties agree to the following class size guidelines save and except that where there are external constraints beyond the Board's control these guidelines may be exceeded.

D.2.2 Maximum sizes for regularly scheduled classes shall be:

Present designations:

Kindergarten/Grade 1 class	15 students
Kindergarten class	20 students
Primary (1,2,3,4) Split class	23 students
Primary classes (Grades 1-3)	25 students
Intermediate (4,5,6,7) Split Classes	26 students
Secondary English Class	28 students
Science	28 students

Home Economics.	24 Students
Tech.Ed. Lab (I.E. Lab)	22 students
Special Ed. (High Incidence, Low Cost)	15 students
Special Ed. (Low Incidence, High Cost)	10 students
Any other class (4-12)	30 students
Ungraded designation:	
P1/P2 Class	15 students
P1/any other age/level	15 students
*Multi-age Class (same as split class)	23 students
**Primary Classes (single age/level)	25 students

*NB: Multi-age classes will include children who previously would have been assigned to different grades. (Year 2000 pg.29)

**NB: Primary classes will include children who previously would have been assigned to a single grade level.

- D.2.3 Maximums shall be in force by September 30 each year or as shortly thereafter as possible.
- D.2.4 The guidelines can be exceeded by one (1) student for split classes or multi-age classes and two (2) students for other classes before any assistance must be provided. Effective July 1, 1993, the guidelines can be exceeded by one (1) student for split classes, multi-age classes, full-day primary classes (P2 - P4) and intermediate classes (grades 4 - 7) and by two (2) students for other classes before any assistance must be provided. The grade seven French Immersion classes at O'Connell Elementary for the 1993/94 school year only, will be composed of any current grade six French Immersion students and three (3) designated students. Accordingly, these classes can be exceeded by two (2) students before any assistance must be provided in the 1993/94 school year only. If these classes have thirty-two (32) students an additional thirty (30) minutes preparation time will be provided to each teacher.
- D.2.5 The assistance provided when the guidelines are exceeded will be in the form of an additional teacher or, with the approval of the teacher concerned, a teacher's aide.

- D.2.6 The teaching staff of a school may decide to exceed the guidelines for educationally sound reasons.
- D.2.7 The number of students in a laboratory, shop, or other specialized classroom shall not normally exceed the number for which the facilities were designed.
- D.2.8 The teacher who feels that the needs of a particular child in his/her class are so demanding/disruptive that they are detrimental to the learning conditions of that class, may refer the matter to the Administrative Officer of the school who shall confer with a school-based team consisting of:

the teacher;

the learning assistance teacher;

the school counsellor (if involved);

and other involved teachers, which may include the school staff representative.

This group shall collectively make all efforts to arrive at a creative solution at the school level.

- D.2.9 If no solution is arrived at, or if a solution is attempted but the problem persists, then the matter on the request of the school-based team shall, as soon as reasonably possible, be referred to a District Special Needs Review Committee.

The District Special Needs Review Committee is to be comprised of

the teacher of the special needs

child support staff (counselor, LAT, LD Teacher)

the school Administrative Officer

the District Principal of Student Services (or designate)

- D.2.10 The recommendations of the District Special Needs Review Committee shall be forwarded to the Superintendent of Schools, School District #67, who shall inform the committee regarding the actions taken in response to the recommendation.

D.3.0 MAINSTREAMING/INTEGRATION OSTU

- D.3.1 For the purposes of this Agreement, students with special educational needs are those identified by the District Principal of Student Services after consultation with the School Based Team, and such resource people as may be required by the District Principal of Student Services in order to assess accurately the student's educational needs and requirements.

- D.3.1.1 Should the District Principal of Student Services decide that a student who has been identified by the School Based Team, does not qualify for additional resources, a full written explanation will be provided to the School Based Team. The School Based Team will have the right to have this decision reviewed by the Board.
- D.3.2 The Board and the Union agree that the placement of a student with special educational needs into a heterogeneous class of students on an ongoing basis shall be preceded by consultation with the teacher(s) and other persons who will be involved.
- D.3.3 In making any decision on the placement of a student to be integrated, the factors to be taken into account in this process of consultation will include: the student's medical, physical and educational needs, the proposed program for the student, adjustments of class sizes, and the professional opinion of the teacher or teachers who may be affected.
- D.3.4 The Board shall provide additional resources which it considers necessary for the integration of the student. These necessary resources shall be determined after consultation among those persons described in paragraph D.3.3, and shall include aide time.
 - D.3.4.1 In advance of placement, teachers of integrated students shall, as determined by the District Principal of Student Services, be given release time from the instructional day to determine the needs of such students, to receive related training, and to consult with other staff and resource persons, and where appropriate teacher assistants and/or personal attendants regarding such students. The scheduling of such release time is to be subject to the approval of the Principal.
 - D.3.4.2 Teachers shall not be expected to take such training during the months of July and August. Where, at the request of the Board, a teacher agrees to take, and completes such training approved by the District Principal of Student Services, the Board, after consultation with the teacher shall either pay him/her at a rate of one-two hundredth (1/200) of the current annual salary of the teacher or give the teacher paid time off during the school year in lieu of such pay. Such consultation shall take place before the teacher agrees to take the course. The teacher shall be reimbursed for reasonable expenses incurred.
 - D.3.4.3 Compensation by pay or time off under paragraph D.3.4.2 for partial days worked shall be a minimum of one-half (1/2) day.
- D.3.5 Appropriately trained persons shall be responsible to administer medication, to perform medical procedures, or to attend to physical needs. The School Board

shall establish a system for the administration of medication and medical procedures.

- D.3.6 Clear procedures shall be established for the carrying out of fire and earthquake drills that expedite the evacuation and care of handicapped children.
- D.3.7 Board approved intercommunication devices shall be provided in rooms where emergency aid may be required.
- D.3.8 The Board will defend, save harmless and indemnify any Union member from any demands, claims, suits, actions or other proceedings which may be brought against the Union member and which arise from the performance of the Union member's duties and responsibilities or while participating in extracurricular activities and for any costs, loss, damage and liability arising therefrom, including all legal fees and disbursements incurred in connection therewith, provided that this covenant does not apply in respect of any criminal acts committed by the Union member or in respect of any civil negligence on the part of the Union member occurring outside the course and scope of the Union member's appointment.
- D.3.9 The Board shall provide the opportunity for those Teachers on Call interested in receiving training which would enable them to serve in classrooms with special needs students, including Resource Rooms. This training will be offered prior to September 30 of the current school year and shall be done on the Teacher on Call's own time.
- D.3.10 Where a student with special educational needs has been placed in a class or classes, there shall be release time for ongoing evaluation of the placement with the teacher(s) involved, including the collaborative preparation of IEPs.
- D.3.11 The placement in an established school of a resource room or special program shall occur only after consultation among District Staff, administrator(s), teachers and parents concerned.
 - D.3.11.1 This consultation shall begin as early as possible and preferably no later than five (5) months prior to placement.
 - D.3.11.2 Consideration shall be given to staffing, aide and clerical time allotments, equipment/furniture monies, and administrative assistance time.
- D.3.12 To ensure that all students receive adequate attention, no more than two (2) students with special educational needs shall normally be integrated at the same time into any one (1) regular classroom. This number shall be exceeded only by mutual agreement of the Board and the Union.

D.14.0 HOME EDUCATION OSTU

- D.14.1 Educational services that may be required for home education students, as defined in School Act Division 4 (12 & 13), regulation Section 3, shall normally be provided by members of the bargaining unit, but may be carried out by an Administrative Officer.
- D.14.2 A teacher assigned responsibility for provision of educational services to a home schooled student shall normally be a teacher with District educational support responsibilities.
- D.14.3 A teacher assigned responsibility for provision of any educational service to one or more home schooled students shall be given reasonable assignment time to enable him/her to provide such services.
- D.14.4 In the event a home education student is assigned to a classroom teacher on a regularly scheduled basis, then it will be recognized in the allotment of that teacher's assignment and workload.