

ARTICLE 47: CLASS SIZE

“IMPORTANT NOTE:

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 at page 87.

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

	98-99	99-00	00-01
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. *

47.1 It is agreed that class size is affected by various factors including but not limited to the following:

- a) variations in the size of school populations;
- b) the range of student needs and abilities;
- c) the nature of the curriculum being presented to the students;
- d) the range and extent of services other than classroom teaching;
- e) the physical restrictions of equipment and space, particularly in specialty subject areas; and
- f) secondary school programming to complete course or subject requirements for graduation.

- 47.2 A school staff including administration will develop the class organization which best utilizes professional staff, serves the needs of students, and reflects the support services provided.
- 47.3 ~~After September 15 of each year,~~ the size of a class shall not exceed the maximum set out as per Article 47.5 below by more than ten (10) percent. If the maximum size is exceeded by less than ten (10) percent, the teacher may request that extra staff assistance be provided. This Article shall not apply for Multi-Age, Transition, or Multi-Level Groupings where such groupings are established on the approval of the school principal and Superintendent.
- 47.4 A class which includes students with behavioural problems, learning difficulties or special needs shall not exceed the maximum, the composition to be determined through consultation with and consensus among the teacher, the principal, and District staff.
- 47.5 The Board and the Association agree to the following class size maximums ~~save and except where there are external constraints beyond the Board's control, in which case the maximums may be exceeded only after consultation with the Association:~~

*Primary	21 students
*Elementary Intermediate	25 students
*Secondary	27 students
Special Education with Appropriate Support	14 students

*For Approved Multi-Age, Transition, or Multi-Level Groupings, **Article 47.3 shall not apply**

- 47.6 A lab oriented science class or workshop where student safety is a vital factor shall be limited to twenty-four (24) students depending on space and workstations available.
- 47.7 No grouping of students which exceeds the maximum class size shall be allowed unless it is specifically requested by the teacher for an educationally sound purpose.
- 47.7.1 The Board shall inform the Association at least five (5) teaching days prior to any intended implementation of such a request. The Board shall include the educationally sound reasons behind such a request in the notification to the Association.
- ~~47.8 Class size maximums shall be in force by September 15 of each year or as shortly thereafter as possible.~~

ARTICLE 48: STAFFING FORMULA (PCA: D.1)

NON-ENROLLING/ENGLISH AS A SECOND LANGUAGE TEACHERS

48.1 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

48.2 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.

48.3 **Non-enrolling staffing ratios**

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: 4357.0
Counsellors: 1:651
Learning Assistance Teachers: 1:509
Special Education Resource Teachers: 1:248
Support for ESL Students: 1:24.2

i) **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 1:921.

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.

ii) **Counsellors**

Effective July 1, 1998, counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to six hundred and fifty-one (651) students.

iii) **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.1:509

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.

iv) **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 (two hundred forty-eight) 248 students.

48.4 **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 twenty four point two (24.2) identified students. Staffing ratios shall not decrease below the number reflected in the 1997/98 Ministry form 1530.

48.5 **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. This funding will be based on the non-enrolling requirements as delineated in Appendix A of the PCA.
- 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/or the primary class size maximums 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 and/or the primary class size maximums 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 or maximums 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 and/or the primary class size maximums 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.
- 48.6 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.
- 48.7 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 49: INTEGRATION AND CLASS COMPOSITION

49.1 For the purposes of this agreement, students with special education needs include:

- a) those identified by the School Based Team and the Superintendent or her/his designate and who fall into one or more of the following Ministry of Education designations and whose educational programs need to be significantly modified;
- b) those as follows:
 - i) Low Incidence Categories:
 - Dependent Handicapped;
 - Moderately Mentally Handicapped;
 - Severely Handicapped;
 - Physically Handicapped;
 - Visually Impaired;
 - Hearing Impaired; and
 - Autistic;
 - ii) High Incidence Categories:
 - Severe Learning Disabled;
 - Mildly Mentally Handicapped;
 - Severe Behaviour;
 - Rehabilitation; and
 - E.S.L. students;
- c) students who are identified in one or more of the above categories who transfer from another school or district.

Ministry of Education designations are presently categorized as follows:

- 1.32 **Gifted**
- 1.17 **Moderate Handicapped**
 - a. Mild Intellectual Disability
 - b. Severely Learning Disabled
 - c. Moderate Behaviour Disorders
- 1.18 **Severe Handicap**
 - a. Moderate to Severe Intellectual Disability
 - b. Chronic Health Disability
 - c. Visual Impairment
 - d. Deaf or Hard of Hearing
 - e. Autism
- 1.16 **Severe Behaviour**
- 1.19 **Dependent Handicapped**

49.2 **School Based Team**

The School Based Team shall include:

- a) potential receiving teacher(s) and current teacher(s);
- b) an administrative officer;
- c) counsellors and school based Student Support Personnel including paraprofessionals assigned to the student; and
- d) Director of Student Services or designate, and district professional personnel.

49.3 In order to facilitate the integration of students identified in 49.1 and provided the student is recognized for funding purposes by the Ministry of Education as a special needs student, it is agreed that integration shall happen only after the following have been met:

49.3.1 **Maximum Integration**

Normally a maximum of two (2) children may be integrated into a single classroom.

49.3.2 **Consultation**

The School Based Team have met to consider appropriate educational and medical information.

49.3.3 **Placement**

In making a decision on the placement of a student to be integrated, an integration plan shall be developed that takes into account:

- a) the receiving teacher's concerns;
- b) inservice for the receiving teacher and other school based personnel who will work with the student;
- c) the student's educational needs;
- d) the proposed program for the student;
- e) class size and composition;
- f) the professional opinions of teachers affected;
- g) health and safety concerns;
- h) necessary equipment and facility modifications;
- i) additional resources needed, including additional teacher support, paraprofessional support, consultation, and non-instructional time.

49.4 **Consultation Time**

The Board will provide teachers of those special needs students with consultation time, with the approval of the Administrative Officer, free from instructional duties to assist with the students educational programming and assessment.

49.5 **IEPs**

The classroom teacher shall not be solely responsible for completing Individual Educational Programs for those special needs children integrated into their classrooms.

49.6 **Resources**

The classroom teacher shall be provided with resources for ongoing educational programs and classroom assessment.

49.7 **Paraprofessional Time**

Paraprofessional time shall be provided to assist those special needs students in the classroom and will be available at the time of the student placement.

49.8 **Medication**

Teachers shall not be called on to administer medication on a regular or predictable basis.

49.9 **Emergency Provisions**

Clear administrative procedures shall be established for the carrying out of fire and earthquake drills for those special needs students.

49.10 **Trained Paraprofessionals**

Trained Paraprofessionals shall be provided for assisting those special needs students during toileting and changing for physical education, participating in special events during lunch intermission and recess, and during class instructional time.

49.11 **Student Referral Process**

Where the teacher determines that there are students in her/his class with behaviour problems, learning difficulties or special needs, he/she shall have the right to refer such students to the School Based Team for consideration and appropriate action.

49.11.1 Within five teaching days of the referral, the School Based Team, together with the classroom teacher, shall meet to consider the referral.

49.11.2 The School Based Team shall within a further five teaching days make recommendations to the Program Manager which it considers appropriate in the circumstances. Such recommendations may include but shall not be limited to:

- further assessment;
- alternate placement;
- release time for the enrolling teacher and other school based personnel as may be required to facilitate ongoing assessment and consultation-teacher assistant and/or aide time; and/or
- other assistance as agreed to by the enrolling teacher.

49.11.3 The recommendations of the School Based Team shall be implemented, whenever possible, within a further five (5) teaching days.

**(Refer to District Student Support Services Manual - The Red Book)*

ARTICLE 50: HOME EDUCATION

50.1 Pursuant to the School Act and Regulations a home schooled student is a child who is:

- a) educated at home or elsewhere by a parent/guardian who has registered the child in a school of the parent's choice over which the Board has jurisdiction; and
- b) provided access to a school's educational services in accordance with the Regulations.

50.2 A teacher assigned responsibility by the Board for any educational services to home-schooled students shall be given adequate time and Educational Resources to provide such services within the weekly instructional assignment.

50.3 A home schooled pupil assigned by the Board to a teacher's class shall be counted as part of the enrollment for that class.

APPENDIX G: K – 3 PRIMARY CLASS SIZE

(P.C. Appendix B)

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
 - Grade 3 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 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.

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

Russ Pratt

Elsie McMurphy

Tony Penikett

Kit Krieger

Don Avison

On Behalf
of the B.C. Teachers Federation

On Behalf of Government