

ARTICLE F.1: CLASS SIZE AND COMPOSITION (P)

“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 102. Appendix A. 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.”

1.1 Class Size Limits

It is the Board's objective to ensure that class sizes are conducive to an effective learning situation. Staffing plans for the commencement of the school year shall be based upon the following class size limits. Effective September 1991, class size limits for regularly scheduled classes shall be:

Kindergarten/Grade 1	17 students
Kindergarten	22 students
Primary split (1/2/3/4)	22 students
Primary (grades 1-3)	26 students
Intermediate split (4/5/6/7)	27 students
Special Needs (including ESL)	13 students
Other (4 - 12)	30 students

1.1.2 Where safety is a factor, the number of students in a laboratory, shop or other specialized classroom shall not exceed the number for which the facilities were designed.

~~1.1.3 These limits shall be in place by October 15. When additional children enroll after October 15, these class size limits may be exceeded.~~

1.1.4 In emergency situations, an Administrative Officer may assign a student to a classroom on an interim basis for a maximum of two weeks where, in the opinion of the Administrative Officer, no other immediate practical alternative exists.

Wherever practicable, employees shall be given one day's notice of any emergency

placement.

1.1.5 Where one or more low incidence exceptional children, as defined in Article G.5.1.1, are in a regular class, the class size limits shall be reduced by one for each low incidence exceptional child.

1.2 Remedies

In the event that the above limits are exceeded, the Administrative Officer will meet with the employee to discuss and implement one or more of the following remedies:

1.2.1 reduction of class size;

1.2.2 provision of additional professional staff;

1.2.3 placement of one or more students in other classrooms; or

1.2.4 provision of increased preparation time for the employee and/or provision of additional support staff.

If a mutually acceptable remedy cannot be implemented, the Administrative Officer will confer with the Superintendent. The Superintendent, in consultation with the Association President will attempt to resolve the problem.

1.3 Configurations

The Administrative Officer, in consultation with the school staff involved, shall determine the classroom configurations.

1.4 Staff Decision

Classes may exceed the limits if the school staff agree to do so for educationally sound reasons.

1.5 External Constraints

The class size limits shall be in place except where external financial constraints are imposed upon the Board, in which case the limits may be exceeded

ARTICLE F.2: LEVELS OF STAFFING (P)

2.1 Discussions

The parties agree that the Association will be involved in the discussion on the levels of professional staffing in the district.

2.2 Amendment

The parties agree that the Association will be consulted prior to any amendment being made to the professional staffing formula contained in Board policy.

ARTICLE F.3: STAFFING FORMULA (P)

NON-ENROLLING/ENGLISH AS A SECOND LANGUAGE TEACHERS

3.1 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

3.2 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.

3.3 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: 5.09]
Counsellors: [2.73]
Learning Assistance Teachers: [6.37]
Special Education Resource Teachers: [13.04]

Support for ESL Students: [0.5]"

i. Teacher Librarians

Effective July 1, 1998, teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to **five hundred and sixty-three (563) 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 ninety-three (693) students.**

iii. 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 **four hundred and fifty (450) 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 and twenty (220) students.**

3.4 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 **thirty-three (33) identified students.**

3.5 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

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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, page 99, for list of agreed-to arbitrators.]

3.6 The process set out in F.3.5 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.

3.7 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 G.5: MAINSTREAMING AND INTEGRATION (P)

5.1 Definition

5.1.1 Students who are identified by the District Principal, Special Services, in consultation with the employees involved, as dependent handicapped, moderately mentally handicapped, severely handicapped, physically handicapped, visually impaired, hearing impaired or autistic will be referred to as low- incidence exceptional children.

5.1.2 Students who are identified by the District Principal, Special Services, in consultation with the employees involved, as severe learning disabled, mildly mentally handicapped, or as eligible for severe behaviour, rehabilitation, or English as a Second Language programs will be referred to as high-incidence exceptional children.

5.2 Recognition

The Board and the employee will endeavour to provide exceptional students with positive educational experiences in classrooms where they are mainstreamed/ integrated with other students.

5.3 Consultation

When exceptional students are mainstreamed/integrated, there shall be consultation between classroom teachers, the school-based resource team, parents, Administrative Officers, district staff, students (where applicable) and other personnel (where applicable) to consider appropriate educational, medical and psychological background in order to determine a suitable educational program.

5.4 Placement

When the placement of an exceptional student is to occur, the Administrative Officer and the school staff will consider the following factors in determining class configurations:

5.4.1 the student's educational needs;

5.4.2 the number of exceptional students placed in each class;

5.4.3 the comparative size of each class; and

5.4.4 the provision of additional support staff.

If, after the placement of an exceptional student in an employee's classroom, the employee is not satisfied with the class configuration, resources or the level of support provided, the Superintendent shall review the matter and provide other assistance or support after consultation with the Association President.

5.5 Limits

There shall be a maximum of two low incidence exceptional students in a regular classroom and only one can be autistic.

5.6 Release Time

After consultation with the employee and the school-based team, the Board, on the recommendation of the District Principal, Special Services, will provide teachers of exceptional students with release time from instructional duties as required to assist with the exceptional students' educational programming.

5.7 In-service

After consultation with the employee and the school-based team, Board, on the recommendation of the District Principal, Special Services, will provide teachers of exceptional students with appropriate in-service training.

5.7.1 Whenever practicable, in-service shall be arranged prior to initial placement of exceptional students.

5.7.2 Appropriate ongoing in-service shall be provided as deemed necessary by the District Principal, Special Services, in consultation with the employee and the school-based team.

5.7.3 When such in-service training is initiated by the Board for the months of July and/or August the training can only occur with the consent of the employee and the employee shall be paid at the rate of 1/200 of annual salary for each day of training.

LETTER OF UNDERSTANDING NO. 3 (P)

Class Size Practices

Between

Board of School Trustees of

School Board No. 85 (Vancouver Island North)

and

Vancouver Island North Teachers Association

The current practices respecting the application of the class size limits and enrolment shall be continued for the term of the collective agreement.

1. No teacher shall be required to enroll Kindergarten (P1) students in both morning and afternoon sessions where Kindergarten (P1) students are part of split/multiage/multiprogram class. Full-day Kindergarten programs will not be available in such a class without prior approval of the Association.
2. Teachers of Kindergarten (P1) students shall be entitled to design and implement a gradual entry program involving altered hours and the phasing in of small groups of children.

LETTER OF UNDERSTANDING NO.4 (P)

Between

The B.C. Teachers' Federation (BCTF)

And

The B.C. Public School Employers' Association (BCPSEA)

Re: Approved List of Arbitrators—Spring Staffing Process

The parties agree that the following constitutes the list of agreed arbitrators, as referred to in item 12.v of the Letter of Understanding between the parties dated June 4, 1999:

Robert Blasina

Barbara Bluman

Jim Dorsey

Marguerite Jackson

Stephen Kelleher

Judith Korbin

Don Munroe

Vince Ready

Colin Taylor

Furthermore, the parties agree to divide the agreed to list into three categories, as follows:

“A” – Jim Dorsey, Judi Korbin, Colin Taylor;

“B” – Marguerite Jackson, Don Munroe, Vince Ready;

“C” – Bob Blasina, Barbara Bluman, Stephen Kelleher.

The procedure for choosing an arbitrator under item 12.v of the Letter of Understanding is agreed

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to be as follows:

- When a matter comes forward for reference to arbitration, the first arbitrator to be approached would be an agreed to person on the “A” list. If the parties are unable to agree who on the list should be approached first, then the first person in alphabetical order by last name from that list is to be approached first. If that arbitrator is available within 28 days to hear the dispute, then he or she will be appointed. If not, then the next arbitrator on the “A” list will be approached and the process will be repeated. If no one from the “A” list is available within 28 days, then arbitrators on the “B” list would be approached on the same basis. If, after exhausting both the “A” list and the “B” list, there is still no arbitrator who can hear the case within 28 days, then arbitrators on the “C” list would be approached on the same basis.
- If the parties are still unable to find any arbitrator from the list to hear the case within 28 days, then the arbitrator will be the person from the “A” list with the first available time.
- The second arbitration to come forward would follow the same system except that in the event that the parties are unable to agree who to approach first, then the first person on the “A” list alphabetically, who has not been assigned a case, would be the first approached. The same process as set out above would be repeated, if necessary, for arbitrators on the “B” and “C” lists. On subsequent arbitrations the arbitrator first approached from the “A” list will be chosen on an alphabetical rotational basis unless there is agreement to the contrary. This same rotational system would apply to the “B” and “C” categories.

This letter of understanding shall expire upon the commencement of a new collective agreement.

For BCPSEA

For BCTF

Original signed by
Kenneth Werker

Original signed by
Kit Krieger

Dated June 22, 1999

ljl/utfe/IWA Local 1-3567

APPENDIX A (P)

(P.C. Appendix A)

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.

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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

ARTICLE F.15: HOME EDUCATION (P)

- 15.1 Employees shall not be required to register, instruct or prepare materials or exams for home schooled students.
- 15.2 A classroom teacher required to assess or prepare reports on a home schooled student shall be given reasonable additional time to provide such services.

ARTICLE E.3: TEACHING ASSIGNMENT (P)

3.1 Establishment of Assignment

Qualifications, training, experience, [distribution of workload](#) and personal preferences of the employee shall be the basis on which an assignment is established. Teaching assignments shall not be used for disciplinary purposes.

3.2 Re-assignment

School administration shall discuss any re-assignment (changes in an employee's established schedule) with an employee well in advance of making the re-assignment.

3.3 Staff Meeting (L)

A staff meeting shall be held prior to June 15 for the purpose of discussing the proposed timetable and teaching assignments for the next school year.

3.4 Discussion of Proposed Assignment

3.4.1 The Administrative Officer shall meet with the employee, upon request of the employee, to discuss the employee's proposed assignment. The employee may be accompanied at such a meeting by a representative of the Association.

3.4.2 In the event that the employee is not satisfied with the proposed assignment after meeting with the Administrative Officer, the employee may, within three days of the meeting with the Administrative Officer, request a meeting with the Superintendent. The employee, Administrative Officer and Superintendent shall discuss the matter. The employee may be accompanied by a member of the Association.

3.5 Responsibility for Supervision

Where an employee is assigned to a position involving more than one Administrative Officer, the employee concerned shall be informed in writing as to which Administrative Officer has the responsibility for supervision.

3.6 New Employees

New employees shall be informed in writing, upon appointment, of the nature of their

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expected assignments.

3.7 Additional Duties

3.7.1 Employees shall not be required to:

3.7.1.1 perform the instructional duties of an employee who is absent;

3.7.1.2 supervise the students of an employee who is absent except in emergency situations.

3.7.2 It is agreed that Article E.3.7.1 shall not preclude an employee from undertaking such duties voluntarily.