

4: WORKING CONDITIONS

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 116. 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.

4:1 CLASS SIZE

4:1.1 The parties agree to the following class size limits:

Kindergarten (P-1)	20 students
Kindergarten/Grade 1 (P-1/P-2)	24 students
Primary (including P-2 or grade 1)	24 students
Primary (excluding P-2 or grade 1)	26 students
Intermediate (grades 4-10)	30 students
Graduation (grades 11-12)	30 students
Primary Splits	25 students
Primary/Intermediate Splits	25 students
Intermediate Splits	28 students
Special (EMH/TMH)	10 students
Multi-Grade Splits (Grade 7 to 12)	28 students

4:1.2 In a multi-grade elementary group, the lower class size limits shall apply.

4:1.3 The Board shall staff for the limits in 4:1.1 of this article. Maximum limits shall be in force by October 15th of each year. Where October 15 occurs on a weekend the last school day before the weekend shall be the day when the maximum limits shall be in force.

4:1.4 Notwithstanding the maximum limits established in 4:1.1 of this article, class size limits may be exceeded by no more than two (2) after October 15th:

4:1.4.1 where the Board has taken every reasonable step to meet the class size limits established in 4:1.1, and

4:1.4.2 where the enrollment increase is due to student population growth.

4:1.5 Each teacher will complete a Class Size Report Form no later than October 15th, with a copy to the Association. The form will be developed jointly by the Board and the Association.

4:1.6 Band, Choir, P. E. and other specialized teachers may exceed class size limits where the teacher has so requested.

4:1.7 The number of students in a laboratory or shop shall not exceed the number which can be accommodated safely.

4:1.8 In emergency situations an Administrative Officer may assign a student to a classroom on an interim basis for a maximum of ten (10) school days where, in the opinion of the Administrative Officer, no other immediate practical alternative exists. Wherever possible, the teacher shall be given one (1) day's notice of any emergency placement.

4:1.9 By September 30 each year, each school will seek solutions at the school level in an effort to balance classes in accordance with 4:1.1 of this article.

4:2 STAFFING FORMULA - NON-ENROLLING/ENGLISH AS A SECOND LANGUAGE TEACHERS (PC D.1)

4:2.1 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) \$ 5 million

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

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

4:2.2 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.

4:2.3 Non-Enrolling Staffing Ratios

4:2.3.1 Employee staffing ratios in each category shall not decrease below the number report in the 1997/98 Ministry Form 1530, as follows:

Teacher Librarians: one teacher librarian to one thousand four hundred ninety six (1,496) students

Counselors: one counselor to seven hundred eighty nine (789) students

Learning Assistance Teachers: one teacher to five hundred sixty-seven (567) students

Special Education Resource Teachers: one special education resource teacher to three hundred sixteen (316) students

Support for ESL Students: one ESL teacher to eighty-one and one-tenth students (81.1)

4:2.3.2 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: one teacher librarian to nine hundred twenty one students (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.

4:2.3.3 Counselors

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

4:2.3.4 Learning Assistance Teachers

Effective July 1, 1998, learning assistance teachers shall be provided on a minimum pro-rated basis of one learning assistance teacher to five hundred sixty-seven (567) 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.

4:2.3.5 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 sixteen (316) students.

4:2.4 Support for ESL Students

4:2.4.1 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".

4:2.4.2 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 ESL teacher to seventy four (74) identified students. Staffing ratios shall not decrease below the number reflected in the 1997/98 Ministry Form 1530.

4:2.4.3 The following tables summarize the annual expenditure and the estimated ration for each category of non-enrolling teachers and English as a Second Language teachers.
YEAR 1 – 1998/99

Extra Teachers					
	Counselors	Librarians	English as a Second Language Teachers	Special Education Resource Teachers	Learning Assistance Teachers
Ratios	1/693		1/74	1/342	
Additional Teachers	79	57	79	79	57
Cost	\$4.5 million	\$3.25 million	\$4.5 million	\$4.5 million	\$3.25 million
Total Additional Teachers	351				
Total Cost	\$20 million				

YEAR 2 – 1999/00

Extra Teachers	
Librarians	
Ratios	1/702
Total Additional Teachers	88
Total Cost	\$5.0 million

YEAR 3 – 2000/01

Extra Teachers	
Learning Assistance Teachers	
Ratios	1/504
Total Additional Teachers	88
Total Cost	\$5.0 million

4:2.5 Process

4:2.5.1 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.

4:2.5.2 By May 30, 1998, School Districts shall provide to the Ministry in writing, with copies to the Association and BCTF, staffing plans for each school and district for each category outlined in 4:2.3 and 4:2.4 above, that set out how the estimated funding shall be utilized.

4:2.5.3 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 Association and state therein the reason why, in the opinion of the District, it is not possible to achieve the ratios which would otherwise apply.

4:2.5.4 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 Association 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.

4:2.5.5 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.

4:2.5.6 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 4:2.3 and 4:2.4 above.

4:2.6 The process set out in 4:2.5 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.

4:2.7 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.

4:3 INCLUSION OF SPECIAL NEEDS STUDENTS IN THE REGULAR CLASSROOM

4:3.1 Definitions: for the purposes of this article, students with special needs shall include:

4:3.1.1 Low Incidence Categories:

- dependent handicapped
- moderately mentally handicapped
- severely handicapped
- physically handicapped
- visually impaired
- hearing impaired
- autistic

4:3.1.2 High Incidence Categories:

- severe learning disabled
- mildly mentally handicapped
- severe behaviour
- rehabilitation

4:3.1.3 Other Students with Special Needs:

- Students entering the District at Kindergarten (Primary 1) or from another district, who have been previously identified as students with special needs
- Students transferring from another school in the District who have previously been identified as students with special needs.

4:3.2 The identification of special needs students shall be made by the District Screening Committee, in consultation with the Assistant Superintendent of Student Services.

4:3.3 School Based Team

4:3.3.1 For the purposes of this article, the School Based Team shall include:

4:3.3.1.1 the school Administrative Officer,

4:3.3.1.2 the school learning assistance teacher,

4:3.3.1.3 a classroom teacher selected by the staff, and

4:3.3.1.4 the potential receiving teacher/s, and, where applicable,

4:3.3.1.5 appropriate District professional personnel, and may include the parent/s and/or student involved.

4:3.4 Prior to the integration of a special needs student into a regular classroom, the School Based Team shall meet and make written recommendations to the Assistant Superintendent of Student Services on the following:

4:3.4.1 relevant educational, medical and safety needs;

4:3.4.2 the educational program, including placement;

4:3.4.3 training considered necessary by the School Based Team;

4:3.4.4 appropriate facilities and/or equipment;

4:3.4.5 the amount of teacher assistant time needed;

4:3.4.6 the amount of release time required for consultation;

4:3.4.7 resources, curricula and/or materials modification which may be required;

4:3.4.8 procedures, including timeliness, for review of the placement;

4:3.4.9 the receptiveness of the teacher/s who will be directly affected.

4:3.5 Following the receipt of these written recommendations, the Assistant Superintendent of Student Services will make all reasonable efforts to satisfy each recommendation and respond, in writing, to the School Based Team.

4:3.5.1 Following the receipt of the response of the Assistant Superintendent of Student Services, the School Based Team will meet to determine if the Team will continue to support the integration request.

4:3.5.2 The placement of a special needs student into a regular educational program will be made only with the mutual agreement of the School Based Team and the Assistant Superintendent of Student Services.

4:3.6 Notwithstanding Article 4:2.5.2, an Administrative Officer and/or the Assistant Superintendent of Student Services may place a special needs student in a regular educational program on an emergency basis for a maximum of twenty (20) teaching days. The Administrative Officer shall consult with the School Based Team as soon as is practicable.

4:3.7 The receiving teacher has the right to be involved in the development of the Individual Educational Plan (IEP) for the student with special needs who is included in his/her classroom. There shall be no requirement for the receiving teacher to be responsible for the development of the IEP.

4:3.8 A maximum of three (3) students with special needs (other than Gifted) may be included in a single class.

4:3.8.1 With the agreement of the School Based Team and the receiving teacher, the maximum number of students may be exceeded by one (1) student.

4:3.9 At the request of the receiving teacher, the school based team shall meet within five (5) teaching days to review the inclusion of a student with special needs in a regular classroom.

4:3.10 A grievance in respect to the application of this article may be referred to expedited arbitration pursuant to Article 1:26 of this agreement.