

A.6.(A) Expedited Arbitration

A.6(A).1 Within the fifteen (15) day timeline established in A6.6 of this Collective Agreement, class size grievances, qualification grievances and mainstreaming and integration grievances may be referred to expedited arbitration.

A.6(A).2 Arbitrators shall be selected from the list of arbitrators set out in Article

A.6(A).6.. Unless the parties agree otherwise, and subject to Clause 3.4, the arbitrator shall be selected on a rotational basis. Nothing shall prevent the parties from mutually agreeing to an arbitrator who is not included on the list.

A.6(A).3 Within ten (10) teaching days of the grievance being referred to expedited arbitration, the arbitrator shall hear the grievance and shall render a decision within a further five (5) teaching days. If no arbitrator from the list is available within ten (10) teaching days, the arbitrator from the list that is first available shall be selected.

A.6(A).4 No written reasons for the decision shall be provided beyond that which the arbitrator provides to convey a decision. Expedited arbitration

AND

EXCEPTED

- a) School regulations, policies and routines.
- b) School educational philosophy and policy.
- c) Non-instructional days.
- d) Curriculum.
- e) School planning.
- f) Evaluation and reporting.
- g) School timetable and organization.
- h) School staffing including utilization of teaching staff and auxiliary staff
- i) Professional development activities of teachers.
- j) Timing and nature of informal student reports
- k) ~~Allocation of instructional resources.~~

11.4 In order to assist in the undertaking of the above, the committee

- a) Will have access to
 - i) all relevant information necessary for development of educationally sound recommendations, and
 - ii) all school level budget and financial information.
- b) Will hold regular meetings throughout the year, with agendas published in advance and minutes recorded and circulated.
- c) Will function according to procedures approved by the majority vote of the committee members.

11.5 Should the school administration fail to implement recommendations of the school staff committee, measures shall be provided to the committee. The

committee may forward a copy of the recommendation to the Superintendent who will investigate the matter and respond in writing to the committee.

SECTION D: WORKING CONDITIONS
ARTICLE D.1 CLASS SIZE AND CLASS COMPOSITION

1.1 Class size limits for the allocation and deployment of classroom teachers shall be:

	Class Size Limit	Teachers Total Student Load	
Primary 1 (K)	20		The following class size language is significantly affected by the "Memorandum of Agreement – K-3 Primary Class Size" which is appended to this Agreement. Subject to the terms of the Agreement in Committee (as attached) the basis of
Primary 2-4 (Grades 1-3)	25		
Multiage, Primary Split	23		
Intermediate 1-4 (Grades 4-7)	29		
Multiage Intermediate Split	26		
Secondary (8 to 12)	30	210	

English/Socials	24	
Computer Science	25	

I.E. Workshop	22	154
Min. Essentials Hearing Impaired	20	140
Special Education		
Trainably Mentally Handicapped	12	
Mildly Mentally Handicapped		
MMH – Formerly Program		

D.1.2 Severe Behaviour Disorder
 SBD- Formerly Program 3

8
 8 maximum class sizes:

[Redacted]

1	25	23	22
2		23	22
3		23	22

[Redacted]

~~b) Special Education classes shall not include this flexibility factor~~

~~c) Whenever elementary class size limits are exceeded, additional school staff will be provided.~~

D.1.7 ~~d) Total student load for band and choir shall not exceed 200 students per FTE teaching assignment unless the teacher requests a higher limit.~~

~~In emergent situations a principal may assign a student to a classroom~~

b) When a principal registers a home-schooled student for assessment or

ARTICLE D.2 CLASS COMPOSITION

- D.2.1 If after consultation with school and/or District specialist staff, the teacher determines that there are students in her/his class who significantly affect classroom management, routines, or instruction, (including students with disruptive, hyperactive, or inappropriate social behaviour, with communication or language disorder or with emotionally disturbed tendencies), (s)he may refer such students to the school-based team for consideration.
- D.2.2 The school-based team, together with the classroom teacher, shall meet to consider the referral.

The school-based team will make recommendations to the Assistant Superintendent regarding the following:

- i) Adjustment to the student's placement;
- ii) Alternate placement;
- iii) Consideration of alternate teaching strategies;
- iv) Release time for the enrolling teacher and other school-based personnel as may be required to facilitate ongoing assessment and consultation;
- f) Other assistance as agreed to by the enrolling teacher.

ARTICLE D.3 MAINSTREAMING AND INTEGRATION

D.3.1 For the purposes of this Article "students with special needs" shall include:

a) **Low Incidence Categories:**
i) dependent/handicapped

- ii) moderately mentally handicapped,
- iii) severely handicapped,
- iv) physically handicapped,
- v) visually impaired,
- vi) hearing impaired,
- vii) autistic.

b) **High Incidence Categories:**

previously been identified and screened through the District

a) Potential receiving teacher(s).

c) School or District professional personnel.

d) Other appropriate personnel.

Where applicable, the parent(s) and the student(s) shall be consulted.

D.3.3 The school-based team is responsible for ensuring that the following information is provided to the appropriate person(s).

a) Pertinent educational, physical and medical information.

D.3.4 Every effort will be made to provide the following prior to the integration of students with special needs into a regular class. This will be done in consultation with the school-based team and the receiving teacher(s).

a) Pertinent educational, physical and medical information.

b) A positive educational experience for the student and for the remainder of the class.

c) Any additional resources and equipment necessary to assist in the integration process.

d) Appropriate facilities, including such items as the access to interpreters.

D.3.2

The provision of child-specific training and special needs

.3.5 Where a student with low incidence special education needs is integrated into a regular classroom for 50% or more of her/his timetable, the teacher shall receive additional preparation time equivalent to three (3) hours per month, for review, consultation and program development.

~~D.3.7 The Board shall make every effort to ensure that no more than two students with~~

The Board shall provide a continuum of options for the placement of students with special needs commensurate with the resources of the Board.

ARTICLE D.4 STAFFING FORMULA

PC.D.1

NON-ENROLLING/ENGLISH AS A SECOND LANGUAGE TEACHERS

D.4.1 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 District resulting from this article exceed the funding being made available by

Year 1 (July 1, 1998 to June 30, 1999)

Year 2 (July 1, 1999 to June 30, 2000)

Year 3 (July 1, 2000 to June 30, 2001)

Districts shall utilize the funding outlined above, exclusively for the purposes of hiring additional non-enrolling teachers, consistent with the non-enrolling staffing ratios agreed by the Parties, which shall

Government in each year of the Agreement, as follows:

Special education resource teachers shall be defined as those teachers

a minimum pro-rated basis of at least one special education resource teacher to two hundred thirty-one (231) students.

D.4.4 English as a Second Language Teachers

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 significantly different from standard English to prevent them from~~

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 three point nine (73.9) identified students. Staffing ratios

D.4.5 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 costs of this

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 D.4.3 and D.4.4 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.

vi. 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

D.4.7 All provisions regarding non-enrolling teachers, in the previous Collective

[REDACTED]

**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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Where there is more than one primary grade in any class with primary students, the

size numbers to exceed those found in paragraphs 4 and 5 above and paragraph 7

[REDACTED]

When there is a combined senior/intermediate class or classes of 7-8 the maximum

8.

[REDACTED]

\$5 million
\$20 million
\$20 million

Districts shall utilize the funding provided in paragraph 8 above exclusively for the purpose of hiring additional qualified teachers to meet the needs of students below, except with respect to Grades 7 and 8 as provided in paragraph 7.

[REDACTED]

7

[REDACTED]

reasonable efforts to comply with the class size maximums set out in paragraphs 4 and

Year 1 (July 1, 1998 to June 30, 1999)
Year 2 (July 1, 1999 to June 30, 2000)
Year 3 (July 1, 2000 to June 30, 2001)

[REDACTED]

[REDACTED]

a.

[REDACTED]

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

[REDACTED]

[REDACTED]

"Ray Worley"	"Russ Pratt"
"Elsie McMurphy"	"Tony Penikett"
"T. Krieger"	"Don Avison"
On Behalf of the B.C. Teachers Federation	On Behalf of Government

