

Class Composition

s.27.3.d, f, i

*The effect of this article is to regulate the composition of classes and restrict the placement of students – especially special needs students.*

*This article must be read in conjunction with D.8 and D.9.*

~~D7.1 For the purposes of articles D7 and D9 (Mainstreaming and Integration), the school-based team shall function as a teacher support team and include:~~  
a) ~~potential receiving teacher(s);~~  
b) ~~an administrative officer;~~  
c) ~~a classroom teacher;~~  
d) ~~a Learning Assistance Teacher;~~  
e) ~~school or district professional personnel;~~  
f) ~~other appropriate personnel.~~  
~~Where applicable, the parent(s) and/or student may augment the school-based team.~~

~~D7.2 The Board and Union recognize that students, other than those identified for purposes of Function 1 funding, may significantly affect classroom management, routines and instructions.~~

~~D7.3 The Board shall provide opportunities for teacher input into class organization at both elementary and secondary level.~~

~~D7.4 Where the teacher determines that there are students in his/her class who significantly affect classroom management, routines, or instruction, he/she shall have the right to refer such students to the school-based team for consideration and appropriate action.~~

~~D7.5 Within five (5) teaching days of the referral, the school-based team, together with the classroom teacher, shall meet to consider the referral.~~

~~D7.6 The school-based team shall within a further five (5) days make recommendations it considers appropriate in the circumstances. Such recommendations may include but shall not be limited to:~~  
~~— further assessment~~  
~~— instructional modifications~~  
~~— a referral for 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 time~~  
~~— other assistance as agreed to by the enrolling teacher.~~

~~D7.7 The recommendations of the school-based team that can be implemented with existing school resources, shall be implemented as quickly as possible.~~

~~D7.8 If the school-based plan cannot be implemented within fifteen (15) days of referral, the teacher, in conjunction with the school-based team, may request additional resources from the Director of Special Programs and the Zonal Assistant Superintendent. That resource request shall be met as soon as possible.~~

School District No. 37 (Delta)  
Article/Clause

~~D8~~ Class Size Guidelines

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 as Memorandum K3 (Pages 85-87)

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

	08-09	09-00	00-01
K	20	20	20
1	25	23	22
2		23	22
3		23	22

Where there is more than one primary grade in any class with primary students, the class size maximum for the lower grade shall apply.

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.

For further details, the actual Memorandum should be consulted.

~~D8.1~~ The Board and the Union agree to the following class size maximums:

~~D8.2~~ Maximum class sizes for regularly scheduled classes shall be:

Kindergarten (P1)	23 students
Primary	23 students
Intermediate	20 students
Special (Resource Room)	15 students
Secondary	30 students
Secondary English	28 students
Science/Life Skills and Family Management	28 students
Home Economics/Industrial Education	24 students
Special (EMH/TMH)	10 students

~~D8.3~~ No teacher shall be required to enroll Kindergarten (P1) students in both morning and afternoon sessions where Kindergarten (P1) students are part of a split/multiprogram class.

~~D8.4~~ Maximums shall be in force by October 15th of each year.

~~D8.5~~ The above maximums can be exceeded by no more than two (2) before assistance must be provided.

~~D8.6~~ Classes may exceed maximums in the following circumstances:

- ~~a)~~ Band, Choir or Drama classes where the teacher has so requested;
- ~~b)~~ the school staff agree to exceed the limits for educationally sound reasons;
- ~~c)~~ where external constraints beyond the Board's control make the maintenance of the class size maximums impossible;
- ~~d)~~ when additional staffing, preparation or release time has been provided with the agreement of the teacher. Such agreement shall not be unreasonably withheld.

~~D8.7~~ Kindergarten (P1) classes shall not exceed a maximum of 23.

~~D8.8~~ The number of students in a laboratory, shop or other specialized classroom shall not exceed by more than two (2), the number for which the facilities were designed.

~~D8.9~~ Counselling, library and learning assistance resources will not be eroded to maintain class size.

Reference

s.27.3.d, e, f, i

Refers to  
Provincial  
Language  
See Tab 1

*The purpose of this article is to restrict and regulate class size. It sets absolute limits, deadlines by which they must be met, and sets limits on any flexibility.*

	Reference														
<p><del>Adult Education</del></p>	<p>s.27.3.d, e, f, i</p>														
<p><del>D8A.1 The board shall establish class sizes according to the following:</del></p> <table border="0"> <tr> <td><del>ABE (if attendance required)</del></td> <td><del>25</del></td> </tr> <tr> <td><del>HSC</del></td> <td><del>30</del></td> </tr> <tr> <td><del>HSC (secondary English)</del></td> <td><del>20</del></td> </tr> <tr> <td><del>ESL Beginners</del></td> <td><del>24</del></td> </tr> <tr> <td><del>ESL Intermediate/Advanced</del></td> <td><del>25</del></td> </tr> <tr> <td><del>Tutorial (drop-in)</del></td> <td><del>1:75 enrolled</del></td> </tr> <tr> <td><del>Computer Assisted Labs</del></td> <td><del>1:75 enrolled</del></td> </tr> </table>	<del>ABE (if attendance required)</del>	<del>25</del>	<del>HSC</del>	<del>30</del>	<del>HSC (secondary English)</del>	<del>20</del>	<del>ESL Beginners</del>	<del>24</del>	<del>ESL Intermediate/Advanced</del>	<del>25</del>	<del>Tutorial (drop-in)</del>	<del>1:75 enrolled</del>	<del>Computer Assisted Labs</del>	<del>1:75 enrolled</del>	<p><i>The purpose of this article is to restrict and regulate class size in adult education. It sets absolute limits, deadlines by which they must be met, and sets limits on any flexibility</i></p>
<del>ABE (if attendance required)</del>	<del>25</del>														
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<del>Computer Assisted Labs</del>	<del>1:75 enrolled</del>														
<p><del>D8A.2 The guidelines shall be in force no later than two weeks following the first scheduled class for regular classroom programs and no later than two weeks following notification to the administrative officer by the teacher for continuous intake programs.</del></p>															
<p><del>D8A.3 The number of students in a laboratory, shop or other specialized classroom shall not exceed the number for which the facilities were designed or equipped or which can be safely accommodated.</del></p>															
<p><del>D8A.4 The guidelines may be exceeded in regular classroom programs with the agreement of the instructor subject to any terms agreed upon by the instructor, the local and the employer.</del></p>															
<p><del>D8A.5 Whenever a tutorial or computer assisted laboratory class exceed 24 students in attendance another instructor shall be called, or other resources shall be provided for that day, as requested by the instructor.</del></p>															

Article/Clause

Reference

<p><del>D9 — Mainstreaming and Integration</del></p> <p><del>D9.1 — Mainstreaming and Integration of Special Needs students into regular classrooms should provide a positive educational experience for both the Special Needs student and the other students in the classroom. To this end the Board will make every reasonable effort to provide the conditions and resources necessary for a successful educational experience for all students:</del></p> <p><del>D9.2 — The Board and the Union agree that when a special needs student is to be included in a regular classroom the following procedures shall occur:</del></p> <p><del>a) — a meeting of the school-based team shall be called to consider relevant educational and medical information and to recommend an appropriate program including placement, pre-service and ongoing in-service for the receiving teacher and curricular and material modifications and such recommendations shall not be unreasonably denied;</del></p> <p><del>i) — class composition will be a factor in determining placement and, except in circumstances where the team recommends otherwise, a maximum of three (3) students may be included in a regular class;</del></p> <p><del>ii) — pre-service and in-service support shall be provided during instructional hours, except as limited by external budgetary constraints.</del></p> <p><del>b) — Appropriate facilities and equipment shall be in place prior to the inclusion of a student with special needs into a classroom, except as limited by external budgetary constraints.</del></p> <p><del>c) — Prior to inclusion of special needs students into the regular class, clear procedures shall be established for the carrying out of fire and earthquake drills that expedite the evacuation and care of children who have physical handicaps.</del></p> <p><del>d) — Intercommunication devices shall be provided in rooms where emergency aid may be required.</del></p> <p><del>e) — The receiving teacher should be involved in the development of the Individual Educational Plan for the student with special needs who is to be included in his/her classroom. However, the receiving teacher should not be solely responsible for the development of the I.E.P.</del></p> <p><del>D9.3 — For the purposes of Article D9, students with special needs shall be those students who are being mainstreamed or integrated into a regular classroom and shall include:</del></p> <p><del>a) — Low Incidence Categories</del></p> <p><del>i) — Dependent Handicapped</del></p> <p><del>ii) — Moderately Mentally Handicapped</del></p> <p><del>iii) — Severely Handicapped</del></p> <p><del>iv) — Physically Handicapped</del></p> <p><del>v) — Visually Impaired</del></p> <p><del>vi) — Hearing Impaired</del></p> <p><del>vii) — Autistic</del></p> <p><del>b) — High Incidence Categories</del></p> <p><del>i) — Severe Learning Disabled</del></p> <p><del>ii) — Mildly Mentally Handicapped.</del></p> <p><del>iii) — Severe Behaviour</del></p> <p><del>D9.4 — In emergency situations the Board will do everything possible to quickly assemble the appropriate resources and to provide the necessary support mechanisms to assist teachers in meeting the needs of all children in the classroom.</del></p> <p><del>D9.5 — The Union and the Board agree to establish an on-going committee to review the implementation of Class Composition and Mainstreaming and Integration Articles and to make recommendations where appropriate.</del></p> <p><del>D9.6 — Articles D9.1 to D9.5, inclusive, will not apply to adult education teachers.</del></p>	<p>s.27.3 d, f, g, i</p> <p><i>The effect of this article is to restrict and regulate the board's ability to determine the number of students in a class, the type of students in a class and to limit the placement of students — especially those with special needs. It regulates the placement of these students by setting conditions for having them in a teacher's class.</i></p>
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<p><b>Home Education</b></p> <p>Educational services that may be required for home education students (as defined in School Act Division 4 (12 &amp; 13), Regulation Section (3)), shall be provided by members of the bargaining unit.</p> <p><del>D14.2 The Board shall provide such additional teaching staff and resources as are agreed to between the Board and the Union to meet its statutory requirements in respect of home education students.</del></p> <p><del>D14.3 Teachers who enroll classes or otherwise provide educational programs to school-based students shall not be required to: instruct, prepare materials or exams, assess or prepare reports or provide other educational resources to home education students unless home schooling constitutes a discrete portion or part of the teacher's assignment.</del></p>	<p>s.27.3.f, l, g</p> <p><i>Limits board's power to set staffing levels.</i></p> <p><i>Restricts board's power to assign students to a class or teacher.</i></p>						
<p><del>D17 <b>Staffing Formula - Non-Enrolling/English as a Second Language Teachers (P.C. Article D.1)</b></del></p> <p><del>D17.1 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:</del></p> <table border="0" style="margin-left: 40px;"> <tr> <td><del>Year 1 (July 1, 1998 to June 30, 1999)</del></td> <td><del>\$20 million</del></td> </tr> <tr> <td><del>Year 2 (July 1, 1999 to June 30, 2000)</del></td> <td><del>\$5 million</del></td> </tr> <tr> <td><del>Year 3 (July 1, 2000 to June 30, 2001)</del></td> <td><del>\$5 million</del></td> </tr> </table> <p><del>D17.2 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.</del></p> <p><del>D.1.3 <b>Non-enrolling staffing ratios</b></del></p> <p><del>i. Employee staffing ratios in each category shall not decrease below the number reported in the 1997/98 Ministry form 1530:</del></p> <ul style="list-style-type: none"> <li><del>• teacher librarians 1:616</del></li> <li><del>• counsellors 1:602</del></li> <li><del>• learning assistance 1:400</del></li> <li><del>• special education 1:282</del></li> </ul> <p><del>ii. <b>Teacher Librarians</b></del></p> <p><del>Effective July 1, 1998, teacher librarians shall be provided on a minimum pro-rated basis of teacher librarians to students in the ratio 1:616.</del></p> <p><del>Effective July 1, 1999, teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to 616 students.</del></p> <p><del>iii. <b>Counsellors</b></del></p> <p><del>Effective July 1, 1998, counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to 602 students.</del></p> <p><del>iv. <b>Learning Assistance Teachers</b></del></p> <p><del>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 1:400.</del></p> <p><del>Effective July 1, 2000, learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to 400 students.</del></p> <p><del>v. <b>Special Education Resource Teachers</b></del></p> <p><del>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 282 students.</del></p>	<del>Year 1 (July 1, 1998 to June 30, 1999)</del>	<del>\$20 million</del>	<del>Year 2 (July 1, 1999 to June 30, 2000)</del>	<del>\$5 million</del>	<del>Year 3 (July 1, 2000 to June 30, 2001)</del>	<del>\$5 million</del>	<p>Provincial Language See Tab 1</p>
<del>Year 1 (July 1, 1998 to June 30, 1999)</del>	<del>\$20 million</del>						
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<del>Year 3 (July 1, 2000 to June 30, 2001)</del>	<del>\$5 million</del>						

<p><del>D17.4 Support for ESL Students</del></p> <p><del>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".</del></p> <p><del>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 62.1 students. Staffing ratios shall not decrease below the number reflected in the 1997/98 Ministry form 1530 (1:62.1).</del></p> <p><del>D17.5 Process</del></p> <p><del>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.</del></p> <p><del>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 D17.3 and D17.4, that set out how the estimated funding shall be utilized.</del></p> <p><del>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.</del></p> <p><del>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.</del></p> <p><del>v. 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.</del></p> <p><del>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 identified in D17.3 and D17.4.</del></p> <p><del>D17.6. The process set out in D17.5 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.</del></p> <p><del>D17.7 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.</del></p>	<p>Provincial Language cont.</p>
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Article/Clause	Reference
<p><del>K3 Memorandum of Agreement re K-3 Primary Class Size</del></p> <p><del>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.</del></p> <p><del>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.</del></p> <p><del>2. The term of this Memorandum of Agreement shall commence on ratification of the Collective Agreement and conclude on June 30, 2001.</del></p> <p><del>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.</del></p> <p><del>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:</del></p> <ul style="list-style-type: none"> <li><del>— Kindergarten — 20</del></li> <li><del>— Grade 1 — 25</del></li> <li><del>— Grade 2 — As per Previous Collective Agreement</del></li> <li><del>— Grade 3 — As per Previous Collective Agreement</del></li> </ul> <p><del>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:</del></p> <ul style="list-style-type: none"> <li><del>— Kindergarten — 20</del></li> <li><del>— Grade 1 — 23</del></li> <li><del>— Grade 2 — 23</del></li> <li><del>— Grade 3 — 23</del></li> </ul> <p><del>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:</del></p> <ul style="list-style-type: none"> <li><del>— Kindergarten — 20</del></li> <li><del>— Grade 1 — 22</del></li> <li><del>— Grade 2 — 22</del></li> <li><del>— Grade 3 — 22</del></li> </ul> <p><del>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.</del></p> <p><del>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.</del></p> <p><del>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.</del></p> <p><del>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:</del></p> <ul style="list-style-type: none"> <li><del>Year 1 (July 1, 1998 to June 30, 1999) — \$5 million</del></li> <li><del>Year 2 (July 1, 1999 to June 30, 2000) — \$20 million</del></li> <li><del>Year 3 (July 1, 2000 to June 30, 2001) — \$20 million</del></li> </ul>	<p>Provincial Language See Tab 1</p>

<p><del>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.</del></p> <p><del>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.</del></p> <p><del>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 utilized to staff within the class-size maximums in paragraphs 4 and 5 above.</del></p> <p><del>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 BCFF.</del>  <del>Within 10 days of the submission of the report 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 class size maximums set out in this Agreement.</del>  <del>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.</del></p> <p><del>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).</del></p> <p><del>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.</del></p> <p><del>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 these circumstances only, the provisions of the previous Collective Agreement shall apply.</del></p> <p><del>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.</del></p> <p><del>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.</del></p> <p><del>12. In the event of non renewal of this Memorandum of Agreement on Primary Class Size</del></p>	
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School District No. 37 (Delta)

Article/Clause

Reference

<p>courses or programs as continuing (core) courses or programs.</p> <p>E3A.4 The designation process referred to in E3A.3 shall occur prior to each course offering to the public.</p> <p>E3A.5 The continuing (core) courses or programs shall first be filled by teachers with continuing appointments.</p> <p>E3A.6 Any vacancies that remain after assignments to continuing appointment teachers are completed shall be offered, based on seniority and qualifications, to part-time continuing appointment teachers who have indicated a preference to increase their teaching assignment provided that there are no scheduling conflicts with the assignment.</p> <p>E3A.7 Notwithstanding Article E1A.3, when a course or program is offered and accepted pursuant to the terms of E3A.5 the adult education teachers' continuing appointment shall be increased accordingly.</p> <p>E3A.8 The courses or programs that are not designated as continuing (core) shall be courses or programs that are new, offered on an irregular basis or overflow courses and shall be referred to as term courses or programs.</p>	
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