

LOU No. 17 – Memorandum of Agreement – Schedule A
SD 19 Revelstoke

ERRORS AND OMISSIONS EXCEPTED

Article D.1: STAFFING FORMULA - NON-ENROLLING/ESL TEACHERS

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 |

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. Non-enrolling staffing ratios

- i. Employee staffing ratios in each category shall not decrease below the number reported in the 1997/98 Ministry form 1530, and as follows:

Teacher Librarians: 1:379

Counsellors: 1:653

Learning Assistance Teachers: 1:489

Special Education Resource Teachers: 1:281

Support for ESL Students: 1:40

- ii. 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 1:379.

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 as shown in the tables in paragraph 5.

- iii. 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 as shown in the tables in paragraph 5.

LOU No. 17 – Memorandum of Agreement – Schedule A
SD 19 Revelstoke

ERRORS AND OMISSIONS EXCEPTED

D.1.3 cont/

iv. 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 1:489.

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 as shown in the tables in paragraph 5.

v. 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 forty-two (342) students as shown in the tables in paragraph 5.

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 seventy four (74) identified students. Staffing ratios shall not decrease below the number reflected in the 1997/98 Ministry form 1530 and as shown in the tables in paragraph 5.

LOU No. 17 – Memorandum of Agreement – Schedule A
SD 19 Revelstoke

ERRORS AND OMISSIONS EXCEPTED

5. Tables

YEAR 1 – 1998/99

| Extra Teachers | | | | | |
|---------------------------|---------------|----------------|---------------------------------------|-------------------------------------|------------------------------|
| | Counsellors | 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 – 1999/2000

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

YEAR 3 – 2000/2001

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

LOU No. 17 – Memorandum of Agreement – Schedule A
SD 19 Revelstoke

ERRORS AND OMISSIONS EXCEPTED

D.1 cont/

6. 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.
 - 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 paragraphs 3 and 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.
 - 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.
 - vi. 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 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.
7. 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.
8. 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.

LOU No. 17 – Memorandum of Agreement – Schedule A
SD 19 Revelstoke

ERRORS AND OMISSIONS EXCEPTED

Article D.2: **CLASS SIZE AND CLASS COMPOSITION**

1. 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 an appendix.
 The basics of the Memorandum provide the following maximum class sizes:

| GRADE | 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.

2. It is the intent of the Board to adhere to the following guidelines. Class size guidelines for the allocation of classroom teachers shall be:

| | |
|---------------------------------------|-------------|
| Kindergarten/Grade 1 class | 15 students |
| Kindergarten class | 20 students |
| Primary split class (1, 2, 3, 4) | 20 students |
| Primary class (Grades 1-3) | 24 students |
| Intermediate split class (4, 5, 6, 7) | 24 students |
| Special class (including ESL) | 10 students |
| Lab-oriented class | 24 students |
| - Home Economics Classes | |
| - Foods and Nutrition 9-12 | |
| - Clothing and Textiles 9-12 | |
| - Science 8-10 | |
| - Chemistry 11-12 | |
| - Biology 11-12 | |
| - Physics 11-12 | |
| Workshops | 20 students |
| - Industrial Education Classes | |
| - Auto Mechanics 11-12 | |
| - Technology Education 9-12 | |
| - Woodwork 9-10 | |
| - Construction 11-12 | |
| Secondary English class | 25 students |
| Any other class (4-12) | 29 students |

LOU No. 17 – Memorandum of Agreement – Schedule A
SD 19 Revelstoke

ERRORS AND OMISSIONS EXCEPTED

D.2.2 cont/

Teachers of classes which are:

- a. ~~in excess of the guidelines; or~~
- b. within the guidelines, but which the teacher judges to be educationally unsound;

shall refer the matter directly to the Administrative Officer to be resolved.

If this is not satisfactorily resolved, the teacher shall refer the matter directly to the Staff Committee (excess of guidelines) or to the School-Based Consultation Team (educationally unsound) for resolution.

If, in the opinion of the teacher and the School-Based Consultation Team, the matter remains unresolved, the matter shall be referred to the Staff Committee.

If, in the opinion of the teacher and the Staff Committee, the matter remains unresolved, the matter shall be referred directly to the Liaison Committee.

The Liaison Committee shall make recommendations or present viewpoints to the Board. Class Size numbers are not grievable. If the Committee does not make recommendations or present viewpoints to the Board, the matter re: procedure may be referred to grievance procedure as per Article 6.2 (Grievance Procedure) of this agreement.

Article D.3: MAINSTREAMING / INTEGRATION

1. Joint Committee

A joint committee shall be struck for the purposes of consultation and formulating recommendations regarding matters concerning the mainstreaming and/or integration of students with exceptional educational needs into a heterogeneous or regular classroom.

The membership shall be comprised of:

- a. four (4) RTA appointees;
- b. Superintendent of Schools or designate and the Administrative Officer of Special Education;
- c. one (1) elementary administrator;
- d. one (1) secondary administrator;
- e. one (1) trustee;
- f. Pro-D Chairperson or designate.

Representation from groups external to the school system may be sought.

The Committee shall meet, at a mutually agreeable time, at the request of either party, to discuss topics related to mainstreaming and to make recommendations to the Board with copies to the RTA.

LOU No. 17 – Memorandum of Agreement – Schedule A
SD 19 Revelstoke

ERRORS AND OMISSIONS EXCEPTED

D.3 cont/

2. Mainstreaming/Integration

For the purpose of this article, students with special needs, are those derived from the *Special Programs Manual of Policies, Procedures and Guidelines (1985)* and supplied to School Boards annually by the Ministry of Education based on information supplied by Form 1513.

a. Consultation Team (low incidence)

The Consultation Team shall include, but not be limited to, the Administrative Officer of the school, the Superintendent or designate, Administrative Officer of Special Education, the student's present teacher(s) and the parent(s).

The Superintendent or designate will meet with the Consultation Team to determine the resource and program (including class size and composition) associated with placement. Consideration will be given to the receiving teacher's needs for release time and in-service. Wherever possible, in-service should occur before placement. Agreed-upon resources and program needs shall be granted for integration to occur.

b. Consultation Team (high incidence)

A school-based Consultation Team, otherwise known as the School-Based Team, shall include but not be limited to, the Administrative Officer of the school, the Superintendent or designate, the student's receiving teacher(s), school support teacher(s) and the parent(s). The Administrative Officer of Special Education will meet with the School-Based Team when additional resources, program, release or in-service needs are identified. Agreed-upon items shall be granted in order for integration to occur.

c. Placement

i. Low Incidence

Prior to placement, the Consultant Team will meet to determine the best placement for that student. This process must take place within three school days of the student's registration in the district.

However, this does not preclude the School-Based Team initiating interim school and/or home-based educational services prior to the Consultation Team meeting.

ii. High Incidence

The Consultation Team will attempt to meet prior to the placement of the pupil. Parents will be informed upon registration that the Consultation Team will meet within three (3) days of the registration to review the placement and to establish a program.

LOU No. 17 – Memorandum of Agreement – Schedule A
SD 19 Revelstoke

ERRORS AND OMISSIONS EXCEPTED

D.3.2 cont/

d. Appealing the Placement of a Student with Special Needs

Consistent with Board policy and regulations, the existing appeal processes would include situations in which the classroom teacher disagrees with the District Screening Committee's decisions on identification, program placement and/or educational planning for a student placed into their classroom.

At the request of the teacher, the School-Based Team (which normally includes the teacher, resource teacher and administrator) shall meet within five (5) teaching days to review the inclusion into the regular classroom of the student with special needs.

b. Severe Behaviour

The Board and the RTA recognize that students identified as those with severe behaviour problems can place hardships upon the classroom setting and the rights of others in the classroom to learn.

When the behaviour(s) are identified as being continually disruptive and detrimental to the well-being of others, the School-Based Team shall inform the Superintendent in writing.

The Superintendent or designate will review the situation and circumstances and will convene a meeting of school and community resource people as required to attempt to resolve the problem. Solutions may include additional resource people, behaviour modification programs, alternate placements and/or home schooling.