

(P.C. Appendix B)

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

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School District No. 50 (Haida Gwaii)

ERRORS AND OMISSIONS EXCEPTED

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.
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

Elsie McMurphy

Kit Krieger

Russ Pratt

Tony Penikett

Don Avison

On Behalf of the B.C. Teachers' Federation	On Behalf of Government
ARTICLE D13 STAFFING FORMULA] NON-ENROLLING/ENGLISH AS A SECOND LANGUAGE 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 as follows:	
Teacher Librarians:	1:1205.9
Counsellors:	1:902
Learning Assistance Teachers:	1:817
Special Education Resource Teachers:	1:214
Support for ESL Students:	1:212.5
ii. Teacher Librarians	
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.	
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.

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 1:619

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.

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 **b**

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.**

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 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.
6. 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.
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 D12 CLASS SIZE AND COMPOSITION IMPORTANT NOTE:

The following class size language is contained in the 'Memorandum of Agreement – K-3 Primary Class Size'. This Memorandum is attached to this contract at page ____.

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.”

D12.1 A teacher who is concerned that the physical environment, or composition, ~~or~~ ~~class-size~~ of his/her class seriously affects normal expectations for student learning is expected to bring those concerns to the attention of:

D12.1.1 the principal of the school, and

D12.1.2 the school Staff Committee, and Union representative.

D12.2 PROCEDURE

D12.2.1 STEP 1

The teacher shall meet with principal, with or without another member of the school staff, to resolve or to improve the situation.

D12.2.2 STEP 2

In the event that the concern of the teacher is not resolved at STEP 1, then the teacher, together with a Union representative, shall meet again with the principal who shall have in attendance Superintendent of Schools or designate of the Board.

D12.2.2. a. The Superintendent of Schools or designate shall participate on behalf of the Board with delegated authority from the Board to resolve the concern to the mutual agreement of the parties.

D12.3 GENERAL GUIDELINES

D12.3.1 The parties accept the principle that solutions shall be sought within available resources before requesting additional resources in staffing.

D12.3.1 a. Additional resources shall be sought only after all other alternatives have been carefully examined.

D12.3.1 b. Cases which can be resolved only by employing additional staff shall then be dealt with by the Superintendent of Schools or designate in the most expeditious manner.

D12.3.2 Following agreement under STEP 2, the Union shall assist in the implementation of any organizational changes in the reallocation of resources within the school or District which may be deemed to be necessary to resolve the concern.

D12.3.2 a. These changes may include a more equitable distribution of students to classes, a change in the composition of the class or classes, a change to the physical environment, or the provision of adequate support services acceptable to the teacher.

D12.3.2 b. In some cases all or a mixture of these factors may be necessary. In any case both parties shall endeavor to implement a solution even though other teachers or subordinate staff may be affected and may object.

~~D12.3.3 In the event that the procedures set out in STEPS 1 and 2 have not been followed or a solution acceptable to the teacher concerned has not been found, the teacher, together with the Union, may initiate a Grievance at STEP 4 of ARTICLE A6 Grievance Procedure.~~

ARTICLE E1 JOB ASSIGNMENT

E1.1 APPOINTMENT TO THE DISTRICT The Board appoints the teacher to employment in School District #50 (Queen Charlotte) on a continuing or temporary basis.

E1.2 ASSIGNMENT TO THE SCHOOL The Chief Executive Officer assigns the teacher on a full-time or specified part-time basis to a designated school or location.

E1.3 TEACHING ASSIGNMENT The principal determines the teaching assignment of each teacher within the school.

E1.3.1 A meeting shall be held prior to the end of the school year for the purpose of discussing the proposed course offerings and assignments for the following year.

E1.3.2 It is the responsibility of the principal to make such assignments in consultation with the teachers affected.

E1.3.3 Each continuing teacher shall be given his/her teaching assignment for the following term prior to the end of the school year.

E1.3.4 A teacher's assignment shall be based on the qualifications, training, experience, equitable distribution of workload, and personal preference of the teacher.

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School District No. 50 (Haida Gwaii)

ERRORS AND OMISSIONS EXCEPTED

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| E1.3.4 | a. | A teacher who is not satisfied with a proposed assignment in a school may appeal his/her assignment to the Staff Committee. |
| E1.3.4 | b. | The Committee may, after hearing the principal, teacher, and any other teacher directly affected, recommend to the principal that the teacher's assignment be changed. |
| E1.3.4 | c. | Any dispute not resolved through this process shall be referred to the grievance procedure for resolution. |