



## Bargaining Proposal—2019

Proposal Number: U26

Date: March 7, 2019 Time: 10:08am

### ARTICLE D.1 CLASS SIZE AND CLASS COMPOSITION

The class size and composition provisions set out in this article shall apply to all classes including Adult Education, summer school, and Distributed Learning teachers.

1. Class size and enrolling caseloads

a. The maximum class sizes that shall be in effect on July 1 are as follows:

	<b>2019</b>	<b>2020</b>	<b>2021</b>
Kindergarten	20	20	20
K/1 split	17	17	17
Grade 1–3	22	22	22
Grade 1–3 split	19	19	19
Grade 3/4 split	19	19	19
Grades 4–7	28	27	26
Grades 4–7 split	25	24	23
Grades 8–12	28	27	26
Grades 8–10 English/SS	27	26	25
Grades 8–12 Technology Ed.	24	24	24
Grades 8–12 Science Labs	24	24	24
Grades 8–12 Home Ec.	24	24	24
Grades 11–12 English/SS	24	24	24
Maximum caseload*	190	175	160

\* Maximum caseload applies to teachers in middle and secondary schools, Distributed Learning, and Adult Education including self-paced programs.

b. Caseloads shall be pro-rated for part-time teachers.

c. Teachers required to prepare for more than six (6) different courses in a school year will have their student caseload limit reduced by three (3) students for each additional course taught.

- d. For all split classes, the class-size maximum shall be three (3) less than the maximum for the lowest grade or class, and for multi-grade classes each grade added to the split shall reduce the maximum by one (1) additional student.
- e. The maximum number of students in technology education shop, laboratory classrooms, including secondary and middle-school science, or other classrooms containing workstations shall not exceed the number for which the facility is designed and equipped and, in no event, shall the number exceed twenty-four (24).
- f. The maximum number of students in alternate-education classes shall not exceed thirteen (13).
- g. For special education classes, the weighted class size formula shall be applied as per Article D.1.3.

2. Exceeding class size and caseload maxima

Classes may exceed the class size limits in Article D.1.1 only in the following circumstances:

- a. for educational purposes in band or choir where the teacher has so requested, or
- b. with the agreement of the local union and where the affected member(s) of a school staff wish to exceed the limits for educationally sound reasons.

3. Class composition

- a. A weighting formula shall be applied to all classes, and the weighted class size maximum of the class shall not exceed the maximum class size, including the reductions in Article D.1.a through D.1.g.
- b. The Weighted Class Size formula shall be:  
  

$$\text{Weighted class size maximum} = [3.5 \times \text{total number of students in categories A, B, C, D, E, F, G, H}] + [2.5 \times \text{total number of students in categories K, P, Q, R}] + [2.0 \times \text{the number of ELL students, including International students}] + \text{total number of undesignated students.}$$
- c. In the event that the classification of students and/or special education funding changes, the existing categories shall continue to be applied and the Legislative Change Article shall be initiated.

4. Student assessment and identification referrals

- a. Upon the referral of the classroom teacher and with the recommendation of the School Based Team, the board shall, within ten (10) working days, approve the necessary testing and evaluation of a student(s).

- i. Following the approval, no more than thirty (30) working days shall elapse before the commencement of the assessment or behavioural analysis.
    - ii. If the district does not approve the recommendation, notice must be provided to the school within two (2) weeks, accompanied by a rationale. Approval shall not be unreasonably denied.
    - iii. In the event that no local School-Based Team provision exists, the appropriate non-enrolling specialist teacher may make the recommendation.
  - b. Interim supports shall be provided to the classroom teacher during the assessment process, as per Article D.1.7 below.
  - c. No student shall be de-designated without consultation with the classroom teacher and the School-Based Team, and shall be accompanied by a detailed rationale.

5. Distributed Learning

- a. Distributed Learning teachers shall be informed about any students they are teaching who have any identified special-needs designations prior to inclusion in any Distributed Learning courses, or to be informed of any designations that are identified during the term of the course. This includes information regarding existing Individual Education Plans.
- b. Learning specialist and non-enrolling teachers will be provided to support Distributed Learning students with special needs as per the ratios in Article D.1.9, including the creation and implementation of Individual Education Plans.

6. Adult Education

- a. Adult Education teachers shall be informed about any students they are teaching who have identified special needs or any special-needs designations, prior to inclusion in any Adult Education courses or self-paced programs. If any information arises regarding the special needs of a student during the student's course of study, the instructor shall be informed and the process in Article D.1.7 below will be initiated.
- b. Learning specialist and non-enrolling teachers will be provided to support Adult Education students with special needs as per the ratios in Article D.1.9.
- c. A joint committee with equal representation from the board and Adult Education teachers shall meet at the request of an employee to consider special needs, services, and access in Adult Education programs, and make recommendations to the superintendent or designate regarding the needs of students and employees. The superintendent or designate shall respond to the recommendations within two (2) weeks with a plan for support or with rationale if the recommendations are not approved.

7. Mid-year designation and enrollment

- a. After the beginning of the school year, semester, or course, if a student who is already in a class is assigned a special-education designation, or due to exceptional circumstances, a new student is added, and the weighted class size is exceeded, additional staffing shall be provided to the school for provision of release time for reporting to, or meeting with, parents, prep time, consultation time, co-teaching, non-enrolling specialist teacher time, or the creation of a new class.
  - i. Additional staffing will be made available as per the following formula, pro-rated for part-time teachers:
    1. A teacher shall receive three-hundred (300) minutes per month multiplied by the difference between the weighted class-size maximum and the weighted class size.
    2. The time generated for any portion of a calendar month shall be provided for the entire month.
  - ii. The staffing provided in Article D.1.7 above shall be directed to the classroom to address teacher workload. This additional staffing will be provided in the format the classroom teacher deems most appropriate for learning needs of the class.
- b. In the event that a mid-year designation creates eligibility for an alternate placement or a district program, decisions will be made in consultation with the classroom teacher, the learning specialist teacher, and the School Based Team.

8. Issues of non-compliance

- a. Boards of education shall meet upon request of the local, during the spring staffing process, to demonstrate planning for compliance with the class size and composition provisions of the Collective Agreement.
- b. Boards of education shall be in full compliance with the Collective Agreement provisions regarding class size and composition at the commencement of the school year. Boards shall meet with the local no later than October 1, and February 15 for schools on a semester system, to demonstrate their compliance with the class size and composition provisions in the Collective Agreement. Appropriate documentation, including an itemized list of all classes, highlighting those not in compliance due to exceptional circumstances, and the measures taken to achieve compliance with each class, shall be provided at this time.
- c. For the purposes of this article, exceptional circumstances shall be limited to compelling family issues, sibling attendance at the same school, distance to be travelled and/or available transportation, safety of the student, physical capabilities of the student; and accessibility to special programs and services. Financial constraints shall not be considered exceptional circumstances.

- d. The parties shall meet within five (5) working days of receipt of the documentation to resolve any violations of class size and composition provisions. Such resolution may include:
  - i. the provision of additional staffing, such that the class-size maximums can be achieved; or
  - ii. the reconfiguration of classes/grades such that the class-size maximums can be achieved; or
  - iii. other adjustments that result in class size and composition provisions being in compliance.
- e. Where a mutually agreeable resolution is reached that involves a variation to the class size and/or class composition provisions of the Collective Agreement, that resolution is without prejudice and precedent to future cases.
- f. Any such variation to the class size and/or class composition provisions of the Collective Agreement shall be made only to the extent required to resolve the issue.
- g. If no resolution is reached within ten (10) working days of the meeting held, pursuant to Article D.1.8.c above, either party may refer the matter to Step 3 of the grievance procedure.

9. Non-enrolling ratios

- a. Effective July 1, 2019, the minimum elementary district ratios and middle/secondary district ratio of non-enrolling staff to students shall be:

Teacher Librarians	1 for every 702 students
Counsellors	1 for every 650 students
Student Support Teachers	1 for every 480 students
Learning Assistance Teachers	
Special Education Resource Teachers	1 for every 320 students
English Language Learner Teachers	1 for every 70 ELL* students
School Psychologists	1 for every 2000 students
Speech Language Pathologists	1 for every 1400 students

- b. Effective July 1, 2020, the minimum elementary district ratios and middle/secondary district ratio of non-enrolling staff to students shall be:

Teacher Librarians	1 for every 650 students
Counsellors	1 for every 650 students
Student Support Teachers	1 for every 460 students
Learning Assistance Teachers	
Special Education Resource Teachers	1 for every 300 students
English Language Learner Teachers	1 for every 70 ELL* students

School Psychologists	1 for every 1800 students
Speech Language Pathologists	1 for every 1250 students

- c. Effective July 1, 2021, the minimum elementary district ratios and middle/secondary district ratio of non-enrolling staff to students shall be:

Teacher Librarians	1 for every 600 students
Counsellors	1 for every 600 students
Student Support Teachers	1 for every 440 students
Learning Assistance Teachers	
Special Education Resource Teachers	1 for every 300 students
English Language Learner Teachers	1 for every 65 ELL* students
School Psychologists	1 for every 1800 students
Speech Language Pathologists	1 for every 1250 students

\*Note: ELL refers to ELL funded students including international students.

- d. The non-enrolling ratios shall apply to Adult Education, summer school, and Distributed Learning classes.
- e. All schools shall have access to all non-enrolling staff services.
10. Non-enrolling caseloads
- a. Effective July 1, 2019, Learning Assistance teachers shall have a caseload of no more than twenty-four (24) students at any time in any school year.
- b. Effective July 1, 2019, Speech Language Pathologists shall have a caseload of no more than twenty-six (26) students at any time in any school year.
- c. Elementary prep-providing teachers:
- i. The weighted class-size maximum shall apply.
  - ii. If a teacher is assigned to more than one (1) school and is required to travel between schools in the same day, their travel time shall count towards their FTE.

The parties will develop a schedule of articles that are replaced by this article. Where a superior provision is identified in the previous Collective Agreement, this provision will not apply and the superior provision will continue to apply.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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For BCTF

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For BCPSEA