



Bargaining Proposal—2019

Proposal Number: U108

Date: August 29, 2019 Time: 12:50pm

ARTICLE D.1 CLASS SIZE, CLASS COMPOSITION, AND NON-ENROLLING PROCESS

1. Process

- 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, class composition, and non-enrolling ratios in accordance with Article D.2, Article D.3, and Article D.4 provisions of the Collective Agreement.
- b. Boards of education shall be in full compliance with the Collective Agreement provisions regarding class size, class composition, and non-enrolling ratios in accordance with Article D.2, Article D.3, and Article D.4 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.1.1.d above, either party may refer the matter to Step 3 of the grievance procedure.

2. 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.5.1.c.
- 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.

3. 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)~~ **one hundred-eighty (180)** 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.1.3 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.

Any and all superior provisions contained in the previous Collective Agreement shall remain part of the Collective Agreement.

Signed this _____ day of _____, 2019

For BCTF

For BCPSEA