

# KAMLOOPS THOMPSON TEACHERS' ASSOCIATION

A LOCAL OF THE BRITISH COLUMBIA TEACHERS' FEDERATION

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FROM: David Komljenovic, Amanda Jensen  
TO: Staff Representatives, Members  
DATE: March 1, 2017  
SUBJECT: Restoration of Class Size / Composition Process

## Question and Answer:

### **1. What was the Supreme Court of Canada decision?**

The Supreme Court of Canada upheld the dissenting decision of Justice Ian Brown from the BC Court of Appeals. This decision was in favour of teachers.

### **2. Should teachers be getting compensated for all of the losses for the past 15 years.**

No. Justice Ian Donald's decision did not uphold all of BC Supreme Court Justice Griffin's decision. This is what he ruled on compensation:

- a) The Ministry of Education is directed to re-instate the collective agreement clauses (prospectively)
- b) There is no retroactivity
- c) There is no further remedy (the \$2 million granted by the BC Supreme Court was not re-instated)

### **3. Why are students still be added to my class that is over the limit? Didn't the Supreme Court of Canada re-instate the language immediately?**

The re-instatement of language is not the same as implementation. The process of re-instating the language did happen almost right away but that process of negotiations is still continuing (and also occurs as a result of Letter of Understanding No. 17). The courts were aware of Letter of Understanding No. 17 and the process the parties need to go through before language is re-instated and implemented.

Until there is an agreement provincially, class size limits are not in effect.

**4. Why didn't the interim agreement address all class size and composition issues for this school year?**

The interim agreement added funds to the system, but not sufficient funds to address all class size and composition issues. The intent of that agreement was to use the funds to address as many class size and composition violations as possible.

The decision by the BCTF to accept the \$50 million was made based on factors at the table.

**5. When will teachers be able to enforce class size and composition limits in the collective agreement?**

The parties are getting closer to an agreement provincially on implementation of the language. There are no changes to the contract language that was re-instated but still some further discussions on the flexibility clause (provincial and local process).

Once this process is completed, we would have the ability to enforce class size and composition limits in September.

**6. Will I have an opportunity to vote on the provincial agreement?**

Yes – once the BCTF has secured an agreement on implementation with the provincial government, members will vote on that agreement before it is finalized.

**7. Where do I find the collective agreement clauses on class size and composition?**

If you go to [www.ktta.ca](http://www.ktta.ca) and search under Contract / Local Agreements / Arbitrations in the Must See links, Article D.1 and D.2 on class size and composition will be the second link after the Collective Agreement.

Click on this link and the contract provisions are there.

Missing from this are the provisions on “equitable workload” in assignments and class size / composition limits for Virtual School (now Distributed Learning). Those would be restored as well.

9. **CLASS SIZE AND CLASS COMPOSITION**  
**(K-3 MEMORANDUM OF AGREEMENT)**

9.1 Commencing September 1991, maximum class sizes shall be:

Elementary	Previous Local Agreement	PA – Memorandum of Agreement K-3 Primary Class Size		
Category	PLA	July 1998- June 1999	July 1999- June 2000	July 2000- June 2001
1 <sup>st</sup> year primary	20	20	20	20
Ungraded Primary	23	23	23	22
Ungraded Primary Including Year 1	25	20	20	20
Single Grade Primary	24	24	23	22
Primary – Intermediate Split	25	25	25	25
Multi – Intermediate	27			
Intermediate Single Grade	29			

Secondary	Previous Local Agreement			
Category	PLA	July 1998- June 1999	July 1999- June 2000	July 2000- June 2001
English, Science Lab Class	28			
Home Economics	26			
Secondary Industrial Education	24			
Other Secondary Classes	29			

Special Education	Previous Local Agreement			
Category	PLA	July 1998- June 1999	July 1999- June 2000	July 2000- June 2001
High Incidence	15			
Low Incidence	10			

- 9.2 The integration of students with low incidence special needs will result in a smaller class size by at least one (1) less than the numbers listed above. The class size maximums will be reduced 1:1:1 for up to a maximum of three integrated students. However, if a teacher assistant (not a personal attendant) were assigned to the class/teacher, then the reduction of maximums would be 1:1 for the first student and a further reduction of one (1) for the third student.
- 9.3 Classes may exceed the maximums in the following circumstances:
- 9.3.1 band, choir, or P.E. where the teacher has so requested;
- 9.3.2 where after consultation with the Association, the Board is unable to maintain class size maximums due to external budgetary or legislative constraints beyond the Board's control;
- 9.3.3 class size maximums may be exceeded by up to two (2) students before additional professional staff must be provided, but in no instance will a secondary teaching load exceed 196 pupils.
- 9.3.4 In order to provide for the expeditious resolution of a class size dispute a teacher may:
- 9.3.4.1 discuss the dispute with the school principal in the company of the school staff representative;
- 9.3.4.2 failing resolution in 9.3.4.1 request an independent review by the appropriate Assistant Superintendent who will involve the teacher, the principal and the school staff representative;
- 9.3.4.3 any dispute remaining unresolved may be referred to the grievance procedure as set out in Article A.6 of the Transitional Collective Agreement.
- 9.4 Provisions for the period July 1, 1998 to June 30, 2001 are appended as Appendix C Memorandum of Agreement – K-3 Primary Class Size.

10. STAFFING FORMULA – NON-ENROLLING/ENGLISH AS A SECOND LANGUAGE TEACHERS  
(PA ARTICLE D1)

10.1 *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:*

<i>Year 1 (July 1, 1998 to June 30, 1999) .....</i>	<i>\$20 million</i>
<i>Year 2 (July 1, 1999 to June 30, 2000) .....</i>	<i>\$5 million</i>
<i>Year 3 (July 1, 2000 to June 30, 2001) .....</i>	<i>\$5 million</i>

10.2 *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.*

10.3 Non-enrolling Staffing Ratios

10.3.1 *Employee staffing ratios in each category shall not decrease below the number reported in the 1997/1998 Ministry form 1530, as follows:*

<i>Teacher Librarians: .....</i>	<i>695</i>
<i>Counsellors: .....</i>	<i>693</i>
<i>Learning Assistance Teachers: .....</i>	<i>397</i>
<i>Special Education Resource Teachers: .....</i>	<i>342</i>
<i>Support for ESL Students: .....</i>	<i>74</i>

*and as shown in Appendix E.*

10.3.2 Teacher Librarians

*Effective July 1, 1998 teacher librarians shall be provided on a minimum pro-rated basis of one teacher librarian to six hundred ninety-five (695) students as shown in Appendix E.*

*Effective July 1, 1999, teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to six hundred ninety-five (695) and as shown in Appendix E.*

### *10.3.3. 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 Appendix E.*

### *10.3.4 Learning Assistance Teachers*

*Effective July 1, 1998, learning assistance teachers shall be provided on a minimum pro-rated basis of one learning assistance teacher to three hundred ninety-seven (397) students as shown in Appendix E.*

*Effective July 1, 2000, learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to three hundred ninety-seven (397) students as shown in Appendix E.*

### *10.3.5 Special Education Resource Teachers*

*Special education resource teachers shall be defined as those teachers assigned to programs 1.16, 1.17, 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 Appendix E.*

## *10.4 Support for ESL Students*

*10.4.1 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."*

*10.4.2 Effective July 1, 1998, teachers specifically assigned to providing instructions 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 as shown in Appendix E attached. Staffing ratios shall not decrease below the number reflected in the 1997/1998 Ministry form 1530 as shown in Appendix E.*

## 10.5 Process

- 10.5.1 *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 E.*
- 10.5.2 *By May 30, 1998, school districts shall provide to the Ministry in writing, with copies of the Local and BCTF, staffing plans for each school and district for each category outlined in paragraphs 10.3 and 10.4 above, that set out how the estimated funding shall be utilized.*
- 10.5.3 *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.*
- 10.5.4 *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.*
- 10.5.5 *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.*
- 10.5.6 *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.*
- 10.5.7 *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 10.3 and 10.4 above.*

10.6 *The process set out in paragraph 10.5 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.*

10.7 *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.*  
*(Provincial Collective Agreement, June 1998)*

## 11. INTEGRATION

### 11.1 Definition

For the purposes of this agreement students with low incidence special needs are defined in the Ministry of Education Special Programs Manual of Policies, Procedures and Guidelines. These include dependent, moderately and severely/profoundly handicapped; blind, deaf, autistic and students in intervention classes for the severely behaviour disordered, socially disabled and emotionally disordered.

### 11.2 Identification

At the request of the Administrative Officer, teacher or parent/guardian, a student shall be referred to the school-based team.

The school-based team shall determine:

11.2.1 whether in-school assessment is required and sufficient;

11.2.2 whether referral to Special Education Services is required;

11.2.3 whether placement or placement options and resources are appropriate.

### 11.3 Placement

Integration of a student with low incidence special needs shall be preceded by consultation between relevant district staff, parents/guardians, teachers and Administrative Officers who may be affected by such placement. The placement of a student with special needs shall be determined by the student's educational, social and medical needs.



A maximum of three special needs students may be integrated into a single school class with support.

Prior to the integration of a student with special needs into a regular classroom, the requirements for ongoing support shall have been identified by the school-based team and appropriate district special education personnel in consultation with the regular classroom teacher. It shall be the responsibility of the school district to ensure the necessary resources are available prior to placement. These requirements may include aide support, I.E.P. development, the assignment of a case manager, facilities modification and inservice.

If the teacher is not satisfied with resources and support provided when integrating a low incidence special needs student, the teacher may request from the principal a further review of the matter with the Director of Student Support Services and the school based team.

#### 11.4 Resources

The district shall annually assess the need for appropriate workshops for teachers integrating special needs students. This needs assessment shall be followed by the development of individual inservice plans designed to meet the needs of those teachers integrating special needs students.

This shall not preclude teachers from requesting specific advice or training from Student Support Services Personnel in order to meet the needs of students integrated into their class.

Clear administrative procedures shall be established for the carrying out of fire and earthquake drills that expedite the evacuation and care of students with special needs.

#### 12. FIRST YEAR PRIMARY ENTRY

Teachers enrolling students into first year primary may arrange for a staggered or part day entry for a period of up to four (4) days to permit consultation with parents and to prepare for new pupils. No teacher will be required to enrol first year students in both morning and afternoon sessions in a multi-aged primary classroom without his/her agreement and full consideration having been given to options which would enable first year students to attend either morning or afternoon only.