

LOU No. 17 – Memorandum of Agreement – Schedule A
School District No. 83 (North Okanagan-Shuswap)

Article/Clause

ERRORS AND OMISSIONS EXCEPTED

D. Working Conditions

D 1.0 Class Size

(1) The parties agree to the following class size guidelines. These guidelines are subject to external constraints beyond the Employer's control.

(2) Maximum sizes for regularly scheduled classes shall be:

Kindergarten	21
Primary (P2, P3, P4)	23
Intermediate (I1, I2, I3, I4)	28
Special Class	10
Secondary English	28
Laboratory	26
Shop & Home Ec.	24
Any other Class (Grade 8-12)	30

(3) Qualified Librarians and District Counsellors shall be allocated proportionally based on a formula developed by the Employer in consultation with the Association. This eventual formula will be communicated to the Association on or before June 1, 1991.

(4) The District recognizes the intrinsic value of Music Education. For this reason the Music Teacher workload is subject to the following guidelines:

- (a) Maximum of 350 student contacts per F.T.E.
- (b) Maximum of 7 classes per day per F.T.E.
- (c) Maximum of 2 schools per F.T.E.

Music Teacher assignment and workload are an integral part of budget-building and within available resources, consideration shall be given to facilities, release time and travel.

~~(5) A larger grouping of students may be agreed to by the respective Teacher(s) to fulfill a particular educational purpose.~~

~~(6) A school Principal and the school staff may decide to exceed the guidelines for educationally sound reasons.~~

(7) Teachers may report classes exceeding the normal upper limit goals and guidelines and/or a class containing perceived composition problems on a form provided by the Employer. Distribution of the form shall be to the Principal, Staff Representative, Superintendent/designate and the STA President.

~~(8) When there are two or more pupils above the guidelines in any class, the "automatic review procedures" set out in Article D 2.0 shall be followed.~~

~~D 2.0 Procedure~~

~~(1) Step One: The Teacher shall meet with the Principal to resolve or to improve the situation.~~

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~~(2) Step Two: In the event that the concern of the Teacher is not resolved at Step One, then the Teacher, together with an Association Representative, shall meet again with the Principal and a Superintendent/designate who is the delegated authority to resolve the matter in a reasonable period of time.~~

~~(3) Following agreement in Step Two, the Association 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.~~

~~(4) Changes referred to in D 2.0(3) 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 and the Employer.~~

~~(5) The parties accept the principle that solutions shall be sought within the available resources before requesting additional resources in staffing.~~

D 3.0 Joint Review Process

(1) The Employer and the Association agree that the Superintendent/designate, the school Principal and the President of the Association/designate will jointly review the size and composition of the classes in the District on the aforementioned form as follows:

- (a) emergent or initial staffing adjustments by September 15th;
- (b) subsequent modifications to staffing by October 15th and based on September 30th enrolment figures.

(2) In discussing adjustments to Teacher staffing at the District Administrative Council, the President of the Association shall be invited and shall be consulted concerning planned changes to be made as an outcome of meetings with District Administrative Officers.

~~(3) If these procedures are not followed by the Employer, then the matter may be referred to the grievance procedure process outlined in this Agreement.~~

D 4.0 Integration

(1) It is expected that where classes include pupils with identified special needs, excepting Gifted and Talented, and for the purpose of integration, serious consideration will be given to providing the classroom Teacher with a class size under the guideline limit, release time for consultation regarding special needs students, and/or other classroom support. In any case there shall be no more than two (2) Function three (3) pupils, excluding Gifted and Talented, ~~except where agreed between the parties.~~

(2) Placement of a student with exceptional educational needs, as defined by the Ministry, into a heterogeneous or regular class of students on an on-going basis, shall be preceded by consultation at a team meeting with the Teachers(s) and other persons who will be involved.

(3) The consultation team shall include, but not be limited to the school Principal, the school LRT, Student Support Services personnel, the student's receiving Teacher, and, where possible, the parent(s).

(4) The Employer shall provide available resources which are considered necessary for the integration of the student, including Teacher release time for consultation. These resources shall be determined

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after consultation through a team meeting among the persons described above.

- (5) Where there is an extraordinary problem concerning the integration of a special needs student, the school based team as defined in Article D 4.0(3), will attempt to resolve the problem. In the event the problem is not resolved the parties shall proceed to Article D 2.0(2).

D 16.0 Home Education

- (1) The Employer agrees to provide evaluation and testing services to students, defined under the **School Act** as Home Education Students as long as Ministry funding levels for these students remain in effect.
- (2) Classroom Teachers shall not be required to provide educational programmes to students registered under Section 13(1) (a) or (b) of the **School Act** unless home schooling constitutes a portion of the Teacher's assignment.

E 3.0 Teaching Assignments

- (1) In timetabling and preparing Teacher assignments, a number of factors should be considered including:
- (a) the number of course preparations and subject areas involved
 - (b) staff qualifications
 - (c) training and experience
 - (d) Teacher preferences
 - (e) the number of classroom locations and
 - (f) the balance among staff assignments.

Where practicable, special consideration will be given to the assignments of beginning Teachers, and timetable constraints and scheduling options will be reviewed with staff prior to being finalized.

- (2) Where practicable a staff meeting shall be held prior to May 31st for the purpose of discussing the proposed timetable and staff assignments for the next school year.
- (3) The Teacher assignments in school shall not be made for disciplinary purposes.
- (4) If a change in assignment is made after June 15th, the Teacher will be notified as soon as it is known thereafter.
- (5) A Teacher who objects to the assignment in the school may request a meeting initially with the school Principal and then with the Superintendent or designate to discuss the assignment. The Teacher may be accompanied by a member of the Association.
- (6) Where possible, Administrative Officers new to a school effective September 1st will attend a meeting with the staff at the school prior to June 15th for the purpose of being informed about the proposed staff assignments.