



Government Abuse & Neglect:  
the Restoration of our Collective  
Agreement Language

Abbotsford District Teachers' Association

May 19, 2017

# The Abbotsford Numbers

The true story of what occurred when the District was unencumbered by pesky CA language.

Changes in Abbotsford before the contractual strips (2001) and during (2014) the run of Liberal government policies and the creation of the Learning Improvement Fund:

- -15% FTE fewer Counselors
- -18% FTE fewer Special Education teachers
- -82% FTE fewer Teacher-Librarian (only 5 teacher librarians remained as of the 2013-2014 school year). Data source: BCTF tables, with data from unpublished BC Ministry of Education Form 1530 data, 1997-98 to 2012-13 and 1997-98 to 2013-14.

# What will the restored class size language look like for Abbotsford?

- This remains to be seen, as there are a variety of options that the Abbotsford District could put in place to deal with its requirement to meet contractual class size language.
- In recent years Abbotsford has held classes firmly to the Ministry mandated maximum of 30 students in grades 4 to 12, and in doing so Abbotsford has had some of the highest classes size averages in the entire province.
- While the District has argued that their job is to get class sizes in Abbotsford as close to the upper limits mandated by government as possible, their collusion with the Ministry's political reasoning runs counter to what the preponderance of class size research indicates; numerous studies over the past four decades have concluded that smaller class sizes increased student achievement.

# Best Efforts

What does “best efforts” mean in terms of the district following the restored collective agreement provisions?

- “Best efforts” is a much higher legal test than “reasonable efforts,” which means that districts cannot rely on finances and will have to look at many factors including, but not limited to, items included in the MOA such as:
  - School Boundaries/Catchments
  - Re-examining the use of existing space in schools or across schools that are proximate to one another
  - Temporary Classrooms. (ie. portables)
  - Reorganizing existing classes to meet class-composition limits.

# But, what if Abbotsford is Non-Compliant?

- The AIC includes an important section on remedies for occasions when the collective agreement language on class size and composition cannot be met.
- A list of potential reasons is in the AIC. This remedy section is designed to act as a very strong incentive so school districts make their best efforts to comply.
- The potential remedies, which are penalties for the school district, will put a lot of pressure on districts and administration to reach compliance and will only be triggered once “best efforts” have been made.

# Restored Abbotsford Numbers & Ratios

<u>Class/Subject</u>	<u>Restored Class Size Limits</u>	<u>Max IEP</u>
K	20	3
K-1	20	3
1-3	22	3
1-3 Split	22	3
1-3 Multi-age	22	3
3-4 Split	24	3
4-7	30	3
4-12 Multi-grade split	28	3
8-12	30	3
Shop **	30	3
Home Economics **	30	3
Science **	30	3
Secondary English	30	3
Band/Choir/PE *	30	3
Special (EMH/TMH)	10	N/A
<u>Specialist Teacher Ratios</u>	<u>Restored Ratios</u>	
Counsellors	1:693	
Learning Assistance Staffing	1:504	
Special Ed. Resource Teachers	1:316	
Teacher Librarians	1:702	
ELL (ESL) Teachers	1:57.9	
* Ratios are District Average		

# Non-Enrolling Roles & Ratios

- District itinerant positions, including but not limited to, School Psychologists, Occupational & Physio Therapists, Speech Language Pathologists and Teachers of the Hearing Impaired and Visually Impaired are not included in the ratios for LAT, SERT and ELL(ESL) non-enrolling teachers .
- These non-enrolling positions existed in addition to SERT, LAT, and ELL school-based staff and will continue to exist separate from the above ratios as their roles are completely different. The negotiated ratios were never intended to include others outside of these roles.
- **\*Note:** “We are aware of local concerns about what is and what isn’t captured in the non-enrolling ratios and we have brought it up with BCPSEA . As you are aware they are in disagreement with us on some of the teachers we say should not be captured in the ratios. We are reviewing the 1998 - 2001 Implementation guides from both BCPSEA and the BCTF to find any supporting documents that clarifies that issue. This may be an issue that will require grievance and arbitration to settle.” Source: BCTF

# Can You End up With an Over-sized Class Anyway?

- There may be circumstances where you may end up with an over-size class. Possible reasons for non-compliance by the District may include:
  - (1) Compelling family issues
  - (2) Sibling attendance at the same school
  - (3) The age of the affected student(s)
  - (4) Distance to be travelled and/or available transportation
  - (5) Safety of the student(s)
  - (6) The needs and abilities of individual students
  - (7) Accessibility to special programs and services
  - (8) Anticipated student attrition
  - (9) Time of year
  - (10) Physical space limitations &
  - (11) Teacher recruitment challenges

# Remedies

If your class size or composition exceeds the agreed to numbers, you would be entitled to remedy.

The teacher will determine the remedy from the following options:

- Additional preparation time for the affected teacher
- Additional non-enrolling staffing added to the school specifically to work with the affected teacher's class
- Additional enrolling staffing to co-teach with the affected teacher
- Other remedies that the local parties agree would be appropriate

# When do the Remedies Begin?

- Restored school-based process and ancillary language including, but not limited to, language pertaining to school-based teams, staffing committees, shall be implemented upon the commencement of the regular 2017/2018 school year.

# How are the Remedies Calculated?

- Monthly remedies for non-compliance begin October 1, 2017 (or 22 calendar days from the start of the class) as follows:
- $(V) = (180 \text{ minutes}) \times (S1 + S2)$
- $V$  = the value of the additional compensation;
- $P$  = the percentage of a full-time instructional month that the teacher teaches the class;
- $S1$  = the highest number of students enrolled in the class during the month for which the calculation is made minus the maximum class size for that class;
- $S2$  = the number of students by which the class exceeds the class composition limits of the collective agreement during the month for which the calculation is made;
- \* If there is non-compliance for any portion of the calendar month the remedy will be provided for the entire month.
- Note: The remedy on a Secondary linear schedule per block is 1/7 of full-time per violation and 2/7 on a semestered schedule per violation for each block.

# The School Based Team

## The Rule of Three (3)?

- A maximum of three (3) students with special needs (other than Gifted) may be included in a single class.
- With the agreement of the School Based Team and the receiving teacher, the maximum number of students may be exceeded by one (1) student.
- At the request of the receiving teacher, the school based team shall meet within five (5) teaching days to review the inclusion of a student with special needs in a regular classroom.

# The School Based Team

## Who Is On the Team?

- 4:3.3.1 For the purposes of this article, the School Based Team shall include:
- the school Administrative Officer,
- the school learning assistance teacher,
- a classroom teacher selected by the staff, and
- the potential receiving teacher/s, and, where applicable,
- appropriate District professional personnel, and may include the parent/s and/or student involved.

# What Are They To Do?

- 4:3.4 Prior to the integration of a special needs student into a regular classroom, the School Based Team shall meet and make written recommendations to the Assistant Superintendent of Student Services (*in Abbotsford this role is played by the District Principal of LSS: currently Leigh Howard*) on the following:
  - relevant educational, medical and safety needs;
  - the educational program, including placement;
  - training considered necessary by the School Based Team;
  - appropriate facilities and/or equipment;

# What Are They To Do? Con't

- the amount of teacher assistant time needed;
- the amount of release time required for consultation;
- resources, curricula and/or materials modification which may be required;
- procedures, including timeliness, for review of the placement;
- the receptiveness of the teacher/s who will be directly affected.

# Then What Happens?

- Following the receipt of these written recommendations, the Assistant Superintendent of Student Services (Leigh Howard) will make all reasonable efforts to satisfy each recommendation and respond, in writing, to the School Based Team.
- Following the receipt of the response of the Assistant Superintendent of Student Services, the School Based Team will meet to determine if the Team will continue to support the integration request.

# The Placement of Students

- The placement of a special needs student into a regular educational program will be made only with the mutual agreement of the School Based Team and the Assistant Superintendent of Student Services.
- Notwithstanding Article 4:2.5.2, an Administrative Officer and/or the Assistant Superintendent of Student Services may place a special needs student in a regular educational program on an emergency basis for a maximum of twenty (20) teaching days.
- The Administrative Officer shall consult with the School Based Team as soon as is practicable.

# Writing the IEPs

- The receiving teacher has the right to be involved in the development of the Individual Educational Plan (IEP) for the student with special needs who is included in his/her classroom.
- There shall be no requirement for the receiving teacher to be responsible for the development of the IEP.

# What do I do Now?

- Create a Staff Committee at your School
- Elect a enrolling teacher to sit on the School Based Team
- Report any non-compliant class size or composition issues to the school based team and the ADTA
- Communicate problems/potential grievances to the ADTA President