



Implementation Procedure for Memorandum of Agreement Class Size, Class Composition & Student Learning Conditions 2023-2024 School Year



Preamble:

The intention of the remedy is to provide a quantum of time to offset the workload of teachers with classes that are not compliant with the Memorandum of Agreement, LOU 17. The intention of this time is that it is used throughout the year in which they teach the class.

The list of remedies from the MoA include:

- 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 to would be appropriate. (**Note:** the employer and OSTU do not agree to any financial reimbursement for remedy).
- The agreed upon local remedy is as follows:
 - Professional Development Release to attend in-service that relates directly to the increased workload and specific needs of the teacher's class. (**Note:** These applications must be approved by the OSTU President and Director of Instruction for Human Resources).

The intent of this formula is to provide a quantum of "time" that a district would use to translate into a particular remedy.

Teachers of classes that do not comply with the restored class size and composition provisions will become eligible to receive a monthly remedy for non-compliance effective October 1, 2017 (or 22 calendar days from the start of the class) as follows:

$$(V) = (180 \text{ minutes}) \times (P) \times (S1 + S2)$$

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;

Note: If there is non-compliance for any portion of a calendar month the remedy will be provided for the entire month. It is recognized that adjustments to remedies may be triggered at any point during the school year if there is a change in S1 or S2.

If it is not practicable to provide the affected teacher with any of these remedies during the school year, the local parties will meet to determine what alternative remedy the teacher will receive.

Examples of the intended use of Remedy

1. Booking a TTOC to co-teach and provide support within the effected teacher's classroom.
2. Booking a TTOC to teach the class while the teacher works with a smaller group of students in need of additional support.
3. Booking a TTOC to provide prep time to co-plan with a colleague on a specific unit of instruction.
4. Booking a TTOC to provide prep for planning, assessment or reporting purposes for the teacher or a colleague of the teacher.

“Pooling of Remedy”

Pooling to Hire a Remedy Teacher on Staff

1. If a group of teachers at a particular school wishes to pool their remedy time for the purpose of hiring a teacher to staff to provide on-going remedy support (referred to as a Remedy Teacher), they have the ability and right to do so.
2. Those teachers who wish to pool would need to let their Staff Rep know this in the middle of September of that school year, and the Staff Rep will tell the Local President. The Local President will coordinate with the employer to hire teachers into these Remedy Teacher positions at these schools. The teachers who wish to pool will coordinate together, with the

Staff Rep included, to determine how the Remedy Teacher time will be distributed to those teachers that have pooled. The Remedy Teacher time can be allocated as follows:

The Remedy Teacher can be assigned work like a **TTOC**; the affected staff will coordinate to create a schedule to share the Remedy Time. In this case the time will be divided according to the percentage of time each teacher generates, and the teachers will be given their fair share of the total remedy time. The time would be divided up and booked by blocks, or half days, or full days, as determined by those teachers. In this situation the Remedy Teacher would have the usual school duties that any member of staff would have (staff meetings, pro-rated supervision duties, etc.), as assigned by the principal. The Remedy Teacher would not be responsible for the typical duties of the classroom teacher (planning, assessment, prep, or reporting) because they are working in a TTOC-type role. The Remedy Teacher could be asked to stay in the classroom with the classroom teacher to perform teaching duties in the classroom, or they could be asked to take over the classroom teaching to provide prep time to the classroom teacher.

3. Once the group of teachers has decided upon the schedule that best fits the context of their needs, they should share their plan with the Local President and the school Principal to make sure the plan meets all contractual obligations related to this teaching position. Additionally, the school staff needs to take care to ensure that the combination of assigned duties given to the Remedy Teacher are manageable and reasonable.
4. It is important to have a pre-made plan for the Remedy Teacher in case of a last-minute change to the schedule. One example might be if the classroom teacher who is supposed to receive coverage today is unexpectedly away. In elementary schools it would be good to consider having that Remedy Teacher redirected to other teachers in the school who do not generate remedy, such as in the Primary classrooms. In middle and high schools, the same could be done by identifying areas of high need and redirecting the Remedy teacher to those classes. In this case the Remedy teacher would be engaged as an additional adult who can provide in-class support.

Pooling to Book a TTOC

1. If a group of teachers at a particular school wishes to come together to book a consistent TTOC for a period of time, they have the ability and right to do so.
2. Teachers would need to coordinate together how much Remedy Time they have accrued as individuals and enter their remedy time and specific days into Atrieve individually.
3. Once the group of teachers has entered this information and booked a remedy TTOC, they can decide as a group the schedule that best fits the context of their needs (see above, Examples of Remedy Use).
4. For example, there are 6 Primary teachers at School X. At the beginning of December, they have accrued remedy as follows:

- a. Teacher 1: 1.5 days
- b. Teacher 2: 2.5 days
- c. Teacher 3: 1 day
- d. Teacher 4: 3 days
- e. Teacher 5: 2 days
- f. Teacher 6: 3 days

In Total, this group of teachers can decide to “pool” their 13 days of remedy time. They may book a TTOC for 13 days and coordinate a schedule as a group of teachers. They may decide to book a TTOC for 26 mornings and coordinate a schedule as a group of teachers.

- 5. As per Article C.25.9, TTOC’s being booked for “pooled” remedy positions will not convert to retroactive contracts should they work 20 or more consecutive days in a school.
- 6. Note that in the event a TTOC is cancelled due to shortage, teachers involved in pooled remedy will be responsible for rescheduling the TTOC and coordinating the schedule of the missed day.

Working off-campus during Remedy Release Time

It may be appropriate for a teacher to work off-campus during their remedy release time. If a teacher wishes to work off-campus during their Remedy Time, it is understood that the teacher must ask for, and be given express permission to work off-campus. The teacher will always need to ask their site-based administrator (Principal or designate) for permission to work off-campus a few days prior to the date. When requesting to work off campus, the teacher will outline where and when they intend to work, and why this Remedy work can only be done at another facility. Please note, the work that may be done off-campus must align with the intended use of Remedy Time as defined in The List of Remedies from the MOA (above).

Process for SD 67

- 1. Throughout September, schools will continue to make their best efforts to achieve full compliance with the restored Collective Agreement provisions regarding class size and composition.
- 2. Throughout each month, data extracts will be taken each day recording any changes in the size or composition of classes.
- 3. It is the expectation that if teachers who have accrued days from previous month(s), they will book remedy for the current month.
- 4. The employer and the Local President may use their discretion and allocate large accumulations of unused remedy days to enhance learning conditions in classroom where appropriate.

Viewing Remedy Allocations and Accruals

Monthly accruals can be viewed on the SD 67 Atrieve program. To view the cumulative or current allocation regarding remedy days, teachers should log into Atrieve and use the “*my info*” tab to access the information. This provides a snapshot of a teacher’s current remedy bank.

Review Completed By:

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