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ANTIOCH UNIFIED SCHOOL DISTRICT COUNTERPROPOSAL
February 26, 2019
ARTICLE 15
CLASS SIZE

15.1 The District agrees to assign pupils to classes within its budgetary and financial limitations in compliance with the State law on the basis of the maximum pupil learning for tax dollar extended. Such assignments shall be guided by the potential of the individual pupil to learn, the pupil's modality of learning, the pupil's physical, social and psychological maturation level, and other relevant criteria as diagnosed by the professional staff and as decided by the appropriate school administrator.

15.2 General Education Programs

Subject to the provisions included in sections 15.2.1 through 15.2.5 below, class ratios during the term of this Agreement shall be as follows:

<u>Year</u>	<u>Grade(s)</u>	<u>Pupils</u>	<u>Teachers</u>	<u>Class Size Maximums</u>
2013-2014	K-3	30	1	33
2014-2015	K-3	29	1	30
2015-2016	K-3	28	1	29
2016-2017	K-3	27	1	28
2017-2018	K-3	26	1	27
2018-2019	<u>TK-3</u>	25	1	25 school site average
<u>2019-2020</u>	<u>TK-3</u>	<u>25</u>	<u>1</u>	<u>25 school site average</u>
<u>2020-2021</u>	<u>TK-3</u>	<u>25</u>	<u>1</u>	<u>25 school site average</u>
	4-5	30	1	33

	6-12	26.6	1	No academic* class shall exceed 38 students
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***math, science, history, language arts**

- 15.2.1 To comply with class size provisions under the Local Control Funding Formula (LCFF), the ratios for Grades K-3, above refer to class size averages by school site for Kindergarten through Grade 3 elementary general education classes.
- 15.2.2 The ratios for Grades 4-5 above refer to class size averages by school site for Grade 4 through Grade 5 elementary general education classes.
- 15.2.3 The ratios for Grades 6-12 above refer to the number of pupils in each site compared with the number of full-time general education teaching staff assigned to the site.
 - A. Physical Education shall be enrolled with no more than fifty (50) students per class.
- 15.2.4 The parties acknowledge that the site class size averages and timeline identified for Grades K-3 in the table above were negotiated based upon the state's projections that the Local Control Funding Formula (LCFF) will be fully implemented over an 8-year time span (i.e., by the 2021-2022 school year). The parties further agree that, should funding for the K-3 Grade Span Adjustment under LCFF be eliminated, reduced, or suspended anytime during the period of this Agreement, the site class size averages and maximums most recently in effect for Grades K-3 shall remain in effect. In such circumstances, either party may request in writing that the class size averages and maximums for Grades K-3 be reopened for negotiations, and such negotiations shall commence within thirty (30) days of receipt of such request. In 2019-2020 **2021-2022**, if the law requires the District to make continued progress towards a K-3 class size average of 24 per site, and if the parties do not negotiate a local alternative, then the District will comply with the law.
- 15.2.5 The class averages specified herein shall be suspended during the first twenty (20) instructional days of the school year to allow the District sufficient time to balance classes and to reassign and/or hire and place staff as necessary.
- 15.3 The District agrees to assign pupils to classes in such a manner as to equalize, as nearly as possible, the teaching load within grade levels or subject discipline areas.
- 15.4 Elementary General Education Combination Classes
 - 15.4.1 The site administrator shall first consider requests for voluntary assignment to a combination class prior to assigning a unit member to the class.
 - 15.4.2 Teachers may make recommendations on the placement of students into combination classes.
- 15.5 Special Education Programs

15.5.1 No Resource Specialists or Secondary Education Specialist shall be assigned a caseload which exceeds twenty-eight (28) students.

- a. When a Resource Specialist or Secondary Education Specialist caseload goes above 28 students, he/she shall have the choice of serving those students and shall be compensated at the rate of \$12 per day for each student over the caseload of 28 students.
- b. The agreement for caseload overages shall be implemented only with the agreement of the Resource Specialist or Secondary Education Specialist and authorization from AEA.
- c. AEA and AUSD shall jointly create an authorization/agreement form for the agreement by the Resource Specialist or Secondary Education Specialist and authorization from AEA.
- d. No Resource Specialist or Secondary Education Specialist receiving additional compensation shall have more than ~~thirty (30)~~ **thirty two (32)** students.

15.5 Special Education Programs

15.5.4 SDC size shall not exceed the following:

<u>Grade</u>	<u>Moderate/Severe</u>	<u>Mild/Moderate</u>
PreK/TK	10 12	12
TK-3	13	15
4-6	14	16

- a. If necessary, due to an increase in Special Education enrollment ~~after the beginning of the school year~~, a self-contained class size maximum may be increased by up to ~~two (2)~~ **three (3)** students ~~if the member voluntarily signs a waiver~~. For each additional student, the teacher shall be compensated at the rate of \$12 per day for each student above the maximum.