

ARTICLE 17 - CLASS SIZE

17.1 The district shall make a reasonable effort to maintain low class size but shall not exceed the following:

General Education:

Grades TK-3 -----	30
Grades 4-12 -----	33
Any combination Grade K- 8 or High School combination subject-----	28

Physical Education

TK-5 -----	35
6-8 -----	40
9-12 -----	55
Maximum class size unless an aide accompanies the students	

Music

TK-5 -----	35
6-8 -----	40
9-12 -----	55
Maximum class size unless an aide accompanies the students	

For the purpose of Grade Span Adjustment as described in CA Ed Code 42238.02(d)(3) the District and SVEA agree to the following school site average:

Starting with School Year 2019-2020

TK-3 -----	24
Any TK-3 Combination -----	24

For the determination of 3/4th grade combination class size, the lower grade level will be used.

If mutually agreed upon, the SVEA President and the District may elect to go over the above GSA class size numbers and sign an MOU based on site specific needs after consultation with affected Bargaining Unit Member(s). The Bargaining Unit Member(s) shall be compensated at the rate of one (1) hour per week per each excess or extra student assigned to their class. The rate of compensation will be equal to the individual Bargaining Unit Member's hourly per diem rate.

Alternative Education:

Calico High School (Continuation)-----	25
plus an aide when student enrollment exceeds 22 and/or student need requires	
Silver Valley Academy Success Program -----	12
plus an aide when student need requires	
Opportunity Program-----	15
plus an aide when student need requires	
Long Term Independent Study -----	28
plus an aide when student need requires	
Community Day School -----	15
plus an aide when student need requires Elective Program Offerings will be reflective of Programs being served. Enrollment will follow class size guidelines	

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Special Education:

The District and the Association recognize that several variables impact the caseload, contact time, or class size of Special Education staff. The District will attempt to maintain caseloads or class sizes as set forth below:

Mild/Moderate/RSP-----	28
plus an aide when student need requires	
Moderate/Severe/SDC-----	28
plus an aide when student need requires	
LSH Special Education Early Childhood Pre-School (SEEC) --	40
Language Speech and Hearing Pathologist (LSH)-----	55

- 17.2 No later than the end of the fourth week of the school year, class sizes shall be established at no higher than the specified maximum levels.
- 17.3 During the school year (after the fourth week), if newly admitted students to a site result in a class size in excess of the maximum, a committee consisting of the Superintendent or designee, the site administrator, the Bargaining Unit Member(s) involved and two (2) Association representatives will be formed and begin meeting immediately to reach agreement on a resolution of the problem. So long as the committee is in the process of seeking a resolution, no grievance may be filed on Article 17 – Class Size.
- 17.4 During the time periods for correcting excess class sizes, the site administrator will equitably assign pupils in excess of the maximums and will, upon request, explain the basis for the assignment.
- 17.5 If a Bargaining Unit Member consents to teach more than the contract maximum number of students, the District shall not be obligated to reduce the enrollment for that Bargaining Unit Member's class/case load. The Bargaining Unit Member may agree in writing to a limited term of consent.
- 17.6 In the event the parties reach a multi-year agreement, the parties agree to reopen Article 17 – Class Size for the limited purpose of negotiating the implementation of any provisions of any class size reduction legislation which may be passed by the California Legislature during the term of the multi-year Agreement.
- 17.7 Combination Classes: Combination classes will be scheduled only as necessary because of space availability and/or when student enrollments are such that maintaining two (2) separate grades with separate Bargaining Unit Member is financially unsound.
- 17.7.1 Bargaining Unit Members assigned to a single-grade level class may be reassigned to a combination class provided the combination class assignment includes the same grade level currently being taught by the Bargaining Unit Member.
- 17.7.2 When determining a reassignment to a combination class, the site administrator shall consider the following factors:
- 17.7.2.1 Voluntary reassignments from the affected grade levels shall be considered first.

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17.11.2.2 If there are no volunteers for the combination class, the site administrator will reassign the least District-wide senior Bargaining Unit Member from the affected grade levels. Reassignments shall be rotated among all members who are currently assigned to the affected grade levels.

- 17.7.3 Bargaining Unit Members may volunteer to teach a combination class for consecutive years.
- 17.7.4 Schools where enrollment and or specialized programs require the majority of classes to be combination classes, shall be considered the norm and may impact Bargaining Unit Members for consecutive years.
- 17.7.5 Bargaining Unit Members assigned to a combination class, regardless of when it is established, shall have the opportunity to consult with the sending Bargaining Unit Member and the site administrator concerning initial student placement in the combination class.
- 17.7.6 For the following year assignment, the combination Bargaining Unit Member shall return to their original grade level assignment. In the event a grade level is overstaffed, Bargaining Unit Member volunteers will be sought first. If no one volunteers, District seniority will apply.