

Fairfield Suisun Unified Teachers Association (FSUTA)

Proposal to

Fairfield Suisun Unified School District (FSUSD)

ARTICLE 21 - CLASS SIZE

May 15, 2019

Article 21

21.2 After a grace period of ten (10) days of student attendance from the beginning of the school year, or the beginning of each semester for grades **6 7-12 in the Secondary Model**, individual class size shall not exceed the following maximums:

Elementary Model:

TK – Kindergarten 3 ~~32~~ **26** students (Average of 24:1)

~~Grades 1-2-3~~ ~~32~~ students

Grades 4-5 ~~6~~ **30** students

Grades 6-8 **30** students

Combination Classes (1-5)* ~~32~~ **28** students

Grades 6-8 **No Combination Classes**

*** No combination classes shall be made with more than two grade levels.**

Specialists (such as P.E./Music/Library/Art)

Grades 1-3 ~~40 students, including mainstreamed Special Day Class students~~

One (1) primary class and up to eight (8) mainstream students from a self-contained Special Education class

Grades 4-6 ~~5~~ ~~42 students, including mainstreamed Special Day Class~~

One (1) upper elementary class and up to eight (8) mainstream students from a self-contained Special Education class

Grades 6-8 Elementary **One (1) elementary middle class and up to eight (8) mainstream students from a self-contained Special Education class**

Student Contacts

Grades TK-5* ** **74** students per day (except Release Time Specialists)

Grades 6-8 Elementary Model ** **110** students per day (except Release Time Specialists)

Secondary Model:

Grades 6 – 12	35 Students
Co-Teaching Classes	21 Students (30% students with IEPs goal in that subject area.)

~~Grades 6-12 Secondary Model ** 170 students per day (except P.E./Music, Keyboarding)~~

~~Grades 6-12 Secondary 7-9 / P.E. 45 students per class - 225 students per day~~

~~Grades 10-12 / P.E. 50 students per class - 225 students per day~~

~~Grades 7-12 Secondary / Music 225 students per day Excluding band/choir, classes taught by an instructor shall average no more than 34 students per period~~

~~Grades 7-12 / Keyboarding Excluding keyboarding, classes taught by an instructor shall average 34 students per period.~~

* **With unit member approval to team teach, core replacement, and regrouping.**

** **A Student Opportunity Factor of 1.5 will be assessed to adjust class size for English and Math classes in grades 4-12 (except Co-Teaching Classes) in both the Secondary and Elementary Models for all student subgroups in the red zone as identified in the California Department of Education Dashboard.**

21.3 Special Services

a. Individual caseload shall not exceed the following for more than twenty (20) days in any school year:

~~1. The Special Day Class (SDC) caseload maximum for programs serving students with learning, communication, and/or cognitive disabilities will be sixteen (16) for K-6 and seventeen (17) for 7-12 grade level programs.~~

Special Education Classes

Voc and Non-Regional Special Day Classes Grades 9-12 caseload 14 Students

SDC K Caseload 8 students

Regional Programs:

FA 8 Students

TAP 8 Students

PERL/Phoenix 8 Students

DELTA 8 Students

2. a. Seriously Emotionally Disturbed (SED) caseload maximum will be twelve (12) for elementary and fourteen (14) for 6-8 and 9-12.
- b. When caseload reaches eight (8) for elementary and ten (10) for 6-8 and 9-12, the unit member may initiate the Caseload/Class Size Resolution Procedure. Except, elementary SED classes involved in the Program for Effective Relationships and Learning (PERL) Program shall be staffed with 12 hours of instructional assistance time daily at the start of the school year, for unit members in the PERL program for the entire year. Therefore, for the PERL Program, as class caseloads increase throughout the school year, additional instructional assistance time shall not be provided, unless specified by an individual student's Individual Educational Plan (IEP).

This is the Resolution Procedure:

- i. Unit member may write a letter to the Director of Special Education about the problem.
 - ii. Within five (5) working days, the unit member and Director of Special Education will meet and determine the current class size/caseload. Possible solutions will be explored.
 - A. If an agreement is reached, it will be implemented within ten (10) working days. This solution may include, but not be restricted to, the removal of the student(s) from the class list/caseload or except for Elementary SED classes involved in the PERL Program, additional instructional assistant time.
 - B. If no agreement is reached, a class size committee will be formed. This committee will meet within ten (10) working days. The committee will be composed of two (2) special education teachers chosen by the unit member, one (1) F-SUTA representative, one (1) special education administrator, one (1) site administrator, and one (1) additional member appointed by the Assistant Superintendent of Human Resources. A decision shall be reached by consensus. The decision shall be implemented within ten (10) working days.
3. Caseload limits shall only be exceeded by two (2) at the K-6 and three (3) at the 7-12 program levels.
 4. Preschool SDC class size will be no greater than eighteen (18) students per FTE preschool teacher.

RISE (Preschool) 8 Students

SCIL (Preschool) 8 Students

5. Elementary Caseload 18

Secondary Caseload 22

21.4 Special Education Learning Centers

- a. In a Learning Center setting, SDC students will be weighted at 1.75 per student and RSP students as one (1.0) per student when calculating *weighted case management* and *weighted instructional caseloads*.
- b. The *weighted case management caseload* shall not exceed 22 (twenty-two) per individual Learning Center teacher unless agreed to by the teacher.
- c. If in compliance with the site's School Based Coordination Plan, students without IEPs may be included on a Learning Center teacher's *weighted instructional caseload* for RSP level services. These students without IEPs shall count as one (1.0) on the Learning Center teacher's *weighted instructional caseload*. At no time shall the *weighted instructional caseload* exceed 22 (twenty-two) when students without IEPs are included as part of that caseload.
- d. For the purpose of this Article 21.4, the following definitions apply:

Learning Center - One of a continuum of service delivery models available to Special Education students. A Learning Center is a setting where one or more Learning Center teachers jointly provide services to both SDC and RSP students who are assigned to general education classrooms for a period of time indicated on the students' Individualized Educational Plan (IEP).

Weighted case management caseload - The students, weighted as per 21.4.a., for whom a Learning Center teacher has the responsibility for planning and writing Individual Educational Plans as well as monitoring the students' progress toward achievement of IEP goals and objectives through observation, collaboration and/or assessment.

21.10 Academic Support Teachers

- a. Academic Support Teacher
 1. The Academic Support Teacher shall not report, orally or put in writing any observations from unit members' classrooms that may or could be used in evaluation or provide commentary that would effectively recommend the same. Any written communications from the Academic Support Teacher shall be given directly to the

unit member who was assisted by the Academic Support Teacher. No electronic, written, or oral communications shall be given to District and/or site administrators concerning working with unit members.

2. The Academic Support Teacher shall only assist classroom teachers who volunteer for assistance.
3. Academic Support unit members shall have the right to return to their previous position after the first year of their appointment with notification to their supervisor prior to ~~May 1st~~ **April 15**. If their prior position has been eliminated, the unit member shall have the right to select from available positions via the displaced teacher process. (Article 18, Involuntary Transfer and Reassignment)
4. After ~~May 1st~~ **April 15** of their first year, Academic Support unit members who return to the classroom, shall be placed in the Displaced Teacher Pool as per Article 18.3.
5. When assigned to multiple sites the teacher of Academic Support shall keep a log of miles traveled between sites. The teacher of Academic Support shall submit the mileage log monthly and be reimbursed at the IRS rate.
6. Academic Support teacher shall be evaluated according to contract by one (1) administrator.
7. If a teacher with a split funded position loses any partial funding, the district will make every effort to find funding to restore the position to a full time teacher of Academic Support. If funding cannot be secured, the teacher shall be placed in the Displaced Teacher Pool as per Article 18.3.