

ARTICLE 9: CLASS SIZE/TEACHING LOAD/WORKLOAD

9.100 Class sizes for the District shall be as outlined below:

9.110 Class size for K-6 shall be maintained at an average of 30.0:1 students.

9.120 Secondary schools 7-12 shall be at a staffing ratio of 32.0:1 students.

9.200 Staffing of these pupil personnel services shall be as follows during the term of this contract:

a. Counselors

Throughout the term of this contract, middle schools with less than 850 student enrollment will be staffed with at least one (1) counselor. Middle schools with more than 850 students will be staffed at a minimum of 1.5 counselors.

Comprehensive high schools will be staffed with a minimum of four (4) counselors. Additional counselors will be added based on a minimum student/counselor ratio of 450:1. The continuation high school and Special Programs (Independent Study, Teen Mom and Opportunity Program) will each be staffed with a minimum of one (1) counselor.

When the ratio is exceeded by 225, a half counselor position will be added.

b. Nurses

There shall be a minimum of seven (7) F.T.E.'s

Throughout the remaining term of this contract, nurses will be staffed at a minimum ratio of one (1) nurse to 4,000 students. In addition to the above, Canyon Hills School will be assigned at least one full time nurse.

c. Psychologists

There shall be a minimum of thirteen (13) F.T.E.'s.

Throughout the remaining term of this contract, psychologists will be staffed at a minimum ratio of 1:2300. Should the District require additional duties of psychologists, the number shall be re-negotiated.

9.210 Staffing for media specialist shall be one (1) F.T.E. media specialist per comprehensive high school.

9.220 The District shall staff school buildings or other instructional sites in accordance with this Article and other applicable provisions of this Agreement except that the District and the Association may agree to increase staffing at any building or site to implement or maintain new or current programs and/or expand curricular offerings.

9.230 "F.T.E." means "full-time equivalent" employment.

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9.240 The District agrees to meet and negotiate concerning the impact upon mandatory subjects resulting from a reduction of pupil services personnel.

9.300 Teaching Periods

9.310 The weekly teaching load for senior high school teachers will be equivalent of twenty-five (25) teaching periods and five (5) preparation periods. An assignment to a supervised study period shall be considered a teaching period.

9.320 The weekly teaching load for continuation high school and middle school teachers shall be the equivalent of thirty (30) teaching periods and five (5) preparation periods. An assignment to a supervised study period shall be considered a teaching period.

The certificated staff at each middle school shall determine for their school site whether or not to continue the homeroom/advisory portion of the 20 minute daily reading period. The entire staff shall be involved in the decision making process, with the outcome to be determined by a majority of the certificated staff.

9.330 The weekly teaching load for elementary teachers shall be determined at the building level and shall include the equivalent of five (5) forty-minute (40) preparation periods.

9.400 Procedure for Resolving Class Size Problems

9.410 Any class size problem shall first be submitted by the affected teacher, in writing, to the building principal for resolution. The principal shall consider the following criteria in attempting to resolve the problem:

- 1) Attributes of the pupils in the classroom;
- 2) Equitable distribution of pupils within the school;
- 3) Availability of funding for class size reduction;
- 4) Changes in teaching assignments necessitated by change in class size;
- 5) The reassignment of pupils within the school necessitated by changes in class size;
- 6) Availability of classroom space within the school.

The principal shall respond to the unit member within five (5) days.

9.420 If the problem is not satisfactorily resolved within the time limits, the affected unit member may request a review of the problem by the Superintendent or designee. The Superintendent or designee shall attempt to resolve the problem by considering the established criteria and shall respond within five (5) days following receipt of the appeal. If the problem is not satisfactorily resolved, it may be pursued according to provisions in Article 8.200 through 8.370, inclusive.

9.430 If the problem is not resolved, the affected unit member may request a conference with the Superintendent or designee to discuss the problem. The unit member is entitled to

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the assistance of an Association representative at this conference. The Superintendent or designee shall make every reasonable attempt to remedy the problem and shall provide the unit member with a written response within five (5) days of the conference.

9.440 A joint meeting of the OUEA President and Superintendent or designee shall occur in order to discuss class size problems related to extra curricular activities. They shall consider, but not be limited to:

- 1) Redeployment of assigned staff,
- 2) use of class size money, and
- 3) employment of additional staff.

9.500 The District shall budget \$200,000 for the purpose of resolving class size problems.

9.600 Each middle school will be eligible for one three-and-one-half (3 ½) hour aide for purposes of clerical assistance for unit members.

9.700 The District agrees to implement any new State law enacted after July 1, 1986, which is designed to reduce class sizes, as long as the State law provides all necessary funding and there is building space available within the District.

9.800 The District and the Association will form a committee to explore and recommend the implementation of solutions to eliminate and/or minimize the adverse affect of combination classes. The committee shall report in sufficient time to have its report considered by the parties during bargaining reopening provisions of this Article.

9.900 The implementation of the Management Team shall be according to these provisions:

- 1) The periods for “Attendance,” “Student Activities” and/or “Lunch Supervision” shall become a part of the responsibility of the management team at the middle school. The periods listed in this item may be grouped in any manner to provide the specified duties, except that there shall be no more than four (4) periods at any one middle school.
- 2) There will be at least one (1) full-time equivalent counselor at each middle school.
- 3) No management team member will perform bargaining unit work.
- 4) The management team at El Rancho shall not exceed the amount of bargaining unit work that is being performed by the El Rancho management team as of the effective date of July 1, 1986.
- 5) Should enrollment at El Rancho decline, the number of teaching periods performed by the management team shall correspondingly decrease at the same ratio relationship as the reduction in unit members’ teaching periods.