

Smaller Classes

[Move to body of contract as NEW ARTICLE XX CLASS SIZE]

SECTION 1. Class Size Limits

In 2011 the District adopted the Strong Schools, Strong Communities strategic plan. As part of that strategic plan, specific class size ranges were established to provide more consistency of class size across the district while also allowing for some flexibility within each school. Both parties recognize that District Policy 10100 (Racial Equity) obligates the District and Federation to agree to initiatives aimed at raising achievement for all students while closing gaps among different groups of students and eliminating the racial predictability of disparate academic outcomes.

Beginning in 2015-16, the class size language in the 2015-17 contract will remain in effect until the end of the 2017-18 school year. In 2014-2015 2018-19 class sizes in elementary will, on average, per grade level in each school be within the class size range indicated below not, in any individual classroom, exceed the cap designated below. The class size, on average, per for secondary teachers within core content classes for 6-8 or 9-12 shall be within the ranges indicated below not, in any individual classroom or class period, exceed the cap designated below.

The class size ranges **caps** for the higher poverty schools **with 70% Free or Reduced Lunch (FRL) or higher** are:

Grades	Class size range	Grades	Class size range cap
Pre-K	20 or less	Pre-K	18 (9 student:1 adult)
K	20-25	K	20
1-3	22-25	1 - 3	22
4-5	25-28	4 - 5	25
6-8	29-33*	6 - 8	29*
9-12	30-35*	9 - 12	30*

The class size ranges **caps** for lower poverty schools **with less than 70% FRL** are:

Grades	Class size range	Grades	Class size range cap
Pre-K	20 or less	Pre-K	18
K	22-26	K	25
1-3	22-27	1 - 3	26
4-5	25-29	4 - 5	28
6-8	29-35*	6 - 8	30*
9-12	30-37*	9 - 12	32*

***STEM: 6-12 For safety, the maximum class size for LAB classes will be 24 per National Science Teacher Association Safety Advisory Board recommendations from 2014.**

Beginning in 2015-16, the class size range for higher-poverty elementary kindergarten will be 20-24.

Any grade or classroom that exceeds the cap will automatically receive additional support staff to assist during the teaching of the core subjects of Reading, Writing, Math, and Science.

Beginning in 2018-19, in addition to the classroom teacher, there will be a full-time Educational Assistant assigned to each Pre-K and kindergarten class.

Beginning in 2018-19, in addition to the classroom teacher, there will be a half-time Educational Assistant assigned to each grade 1 - 3 class. If a 1 - 3 classroom reaches the cap, there must be a full-time Educational Assistant assigned to that class. Consistent staffing will be prioritized in Pre-K thru 3.

Beginning in 2018-19, in addition to the classroom teacher, there will be a half-time Educational Assistant assigned to each grade 4 - 5 class to cover Reading, Writing, Math, and Science. If a 4 - 5 grade level classroom reaches the cap there must be a full-time Educational Assistant assigned to that class.

When additional support staff need to be added based on any of the preceding paragraphs, the assignment or new posting must take place within five school days of the classroom exceeding the cap. Placement of newly hired support staff must take place within 20 school days of the posting. A short call teacher substitute will be placed into the classroom pending the assignment of the support staff.

The assignment of an Educational Assistant or other paraprofessional will not allow the district to exceed the class size caps unless specifically agreed to by a vote of the majority of the class size committee.

The parties acknowledge that circumstances could arise where exceptions to the above class size ranges **caps** may be made. Such cases may include efforts to keep families together, enrollment patterns, population shifts, a decrease in state or federal funding, an unusual variation between school enrollments at different grade levels or to allow the district to avoid creating split grade level classes. If class sizes are approaching or exceeding class size ranges a committee shall be formed. The committee shall be composed of the following members:

- The school's principal

- Assistant Superintendent
- A teacher from an affected classroom or other staff in the affected license area
- The building steward OR another licensed staff person appointed by the Federation
- Two (2) parents, to be appointed by the school's PTA or PTO (If there is no active PTA or PTO, the parents will be appointed by the principal and the building steward. If the principal and steward are unable to agree on two parents to appoint, the principal will appoint one parent and the steward will appoint the other.) Lack of parent involvement will not preclude the committee from developing recommendations.

The committee shall meet quarterly to review class size data for the classes approaching or exceeding class size ranges. In circumstances where exceptions to the agreed upon ranges are necessary, due to the reasons listed above, the committee shall determine strategies to provide additional classroom supports, other mitigation strategies and make recommendations to Student Placement on long-term strategies to comply with the class size ranges.

The Federation agrees not to grieve such an exception, when approved by a majority of the committee, for the remainder to the school year for which the exception is made **only if the committee's recommended remedies are implemented within thirty calendar days after the meeting.** All exceptions expire at the end of each school year.

If not resolved within 30 calendar days, the district will send a letter to all affected parents/guardians informing them that their child's class is out of compliance with contractually obligated class size caps. The parties agree to submit any disputes not resolved After Step Three **Two** of the grievance process, **unresolved disputes will be submitted to arbitration for resolution. The Federation and District specifically agree that an arbitrator shall have the authority to order additional staffing in classrooms found to be out of compliance with this Article.** ~~to grievance mediation and reach a resolution through grievance mediation.~~

SECTION 2. Adequate Facilities.

Subd. 1. Facilities Task Force. Smaller class sizes will require the construction of new school district facilities - within existing school sites and elsewhere. The Federation and District agree to appoint members to a joint labor/management Facilities Task Force. The total number of members on the Task Force will be determined by mutual agreement between the parties but in no case may either party appoint more members than the other party. The superintendent will designate its Director of Facilities and any other administrative staff with relevant work responsibilities to serve on this Task Force. The Federation president will designate members of the Federation to serve on the Task Force. The parties should also each appoint parents, community members, and others whose expertise can assist the work of the Task Force to serve.

Subd. 2. Task Force Recommendations. The Task Force will meet on a schedule to be determined by mutual agreement between the parties. The Task Force will make recommendations for a schedule for facilities construction and a budget for their completion to the Board. Once funds are identified and secured and the schedule for construction recommended by the Task Force is approved by the Board, implementation of the class size caps in SECTION 1 above may be delayed in specific buildings where such implementation would require construction or building modification until the construction or modification is completed, provided that this completion does not come later than the scheduled date in the Task Force's recommendation to the board. During any delayed implementation of the limits in SECTION 1, the limits in place during the 2015-17 contract shall remain in effect.