

ARTICLE 15
CLASS SIZE

15.1 Maintaining manageable class sizes within the District is an essential component of providing the district’s students with a quality education. The purpose of this article to establish a means for determining the number of bargaining unit members assigned to school sites and the sizes of classes taught, and related services provided by the Association’s bargaining unit members.

15.2 The following are the District’s staffing ratios:

Grade	Ratio	Notes
TK, K – 5	29:1	
6 – 8	29:1	
9 – 12	27:1	
Continuation High Schools	22:1	80% of enrollment

15.2.1 Staffing ratios are the basis for determining the minimum number of teachers-assigned to school sites.

15.2.2 The minimum number of teachers assigned to each site will be based on estimated enrollment figures as determined by the District. Commencing with school year 2019-2020, the TK-3 Grade Span Adjustment shall be 25/28.

15.2.3 The District may exceed the staffing ratios established in this Article when the revenue from the State is reduced or other financial constraint makes the retention of these guidelines impossible.

15.3 The following classroom pupil-teacher ratios are guidelines for establishing student class sizes at school sites:

	<u>Target Ratios</u>	<u>Maximum 5 Period Load</u>	Notes
Elementary			
TK/K (GSA)	25/28:1	N/A	
1-3 (GSA)	25/28:1	N/A	
Grades 4 – 6	32:1	N/A	
4/5 Prep	32:1	N/A	Except during state testing periods
Special Day Class (Elementary)	15:1		
Secondary			
Basic/Advanced, ELD SEI, Sheltered	30:1	175	<ul style="list-style-type: none"> The consequence for exceeding the target ratio or maximum class load in secondary academic classes is set forth in Section 15.3.1.1
Academic	35:1	175	<ul style="list-style-type: none"> The consequence for exceeding the target ratio or maximum class load in secondary academic classes is set forth in Section 15.3.1.1
Special Day Class/RSP (Middle and High School)	15:1 (5 period day)	75	<ul style="list-style-type: none"> The consequence for exceeding the target ratio or maximum class load in 5-period secondary RSP or SDC classes is set forth in Section 15.3.1.1 The consequence for exceeding the maximum class load in 4-period secondary RSP or SDC classes is set forth in Section 15.3.2.
	18:1 (4 period day)	72	
Continuation High School	26:1	110	<ul style="list-style-type: none"> All regular classes with the exception of Physical Education Continuation high school pupil-teacher ratio shall follow the requirements of the California Education Code small school staffing formula. The consequences for exceeding the target ratio or maximum class load in Continuation High School classes is set forth in Section 15.3.2.
Digital/Online Courses (gen ed courses only)	40:1		<ul style="list-style-type: none"> May not exceed statutory and/or facilities/equipment requirements. Curriculum such as, but not limited to APEX, Cyber High, A+/CBI
High School Counselor	N/A	N/A	6 counselors assigned per site
Middle School and Continuation High School Counselor	N/A	N/A	2 counselors assigned per site
Elementary School Counselor	N/A	N/A	0.5 counselor assigned per site

1 15.3.1 When the class size exceeds the target ratio in elementary classes on the 20th day of
2 school during the first semester, the remedy shall be additional financial
3 compensation to the bargaining unit member based upon the member's pro-rated
4 per diem basis until the class no longer exceeds the target ratio listed in 15.3.

5 15.3.1.1 For days 1-20 of student attendance during the first semester, the number of
6 students in excess of the target ratio on day 20 shall be determined. All days with
7 class sizes in excess of the target ratio are eligible for compensation per student
8 up to the number of students in excess on the 20th day.

9 15.3.1.2 Beginning the 21st day of student attendance during the first semester, the
10 remedy shall be based upon a per student basis.

11 15.3.2 When the class size exceeds the target ratio in secondary classes on the 20th day of
12 school during the first semester and five (5) school days in the second semester, the
13 remedy shall be additional financial compensation to the bargaining unit member of
14 pro-rated per diem basis based on a one-sixth (1/6) additional period assignment
15 until the class no longer exceeds the target ratio as listed in 15.3.

16 15.3.2.1 For days 1-20 of student attendance during the first semester, the number of
17 students in excess of the target ratio on day 20 shall be determined. All days with
18 class sizes in excess of the target ratio are eligible for compensation per student
19 up to the number of students in excess on the 20th day.

20 15.3.2.2 Beginning the 21st day of student attendance during the first semester or after the
21 5th day of student attendance during the second semester, the remedy shall be
22 based upon a per student basis.

23 15.3.2.3 Where an RSP or Special Day Class at a secondary site is organized on a four
24 (4)-hour per day format and where the enrollment exceeds the maximum teacher

1 load, the remedy shall be financial compensation to the bargaining unit member
2 on a prorated per diem basis based on a one-fifth (1/5) additional period
3 assignment until the maximum teacher load is reduced below the respective
4 maximum. Should a secondary site be unable to create a four (4)-hour per day
5 format, the Site Administrator shall provide rationale to the Association upon
6 request.

7 (A) Where one period is a preparation period and the other period is designated for
8 testing, writing of IEPs, and collaboration, testing and writing of IEPs may include
9 students outside of the caseload. For the purpose of testing and writing IEPs class size
10 may rise above Target Ratio without compensation. Assignment of these duties shall be
11 equitably distributed.

12 15.3.3 "Academic" secondary classes shall include all secondary classes other than those
13 listed in Section 15.3.3

14 15.3.4 Class size for non-academic secondary classrooms including, but not limited to, art,
15 music, shop, speech, business, home economics and physical education, shall
16 comply with the physical facilities, supplies and equipment.

17 15.3.5 Each school shall attempt to equalize the student group compositions within
18 classrooms.

19 15.4 Basic caseloads for the following special education teachers and specialists shall be:

20 15.4.1 Resource Specialist (RSP): 28 students

21 15.4.2 RSP (extended year assignments): 31 students

22 15.4.3 Special Day Class (SDC)-Secondary: 18 students

23 15.4.4 SDC-Elementary: 15 students

24 15.4.5 Language Speech and Hearing (LSH): 55 students

- 1 15.4.6 LSH (extended year assignments): 60 students
- 2 15.4.7 Visually Impaired (VI): 35 students
- 3 15.4.8 Orientation and Mobility (O & M): 20 students
- 4 15.4.9 Orthopedically Impaired (OI): 30 students
- 5 15.4.10 Deaf and Hard of Hearing (DHH): 35 students

6 15.5 The District and Association agree to the following regarding bargaining unit member
7 duties related to “excess caseloads” and the “determination of services” for the services
8 listed in Section 15.3.5 above.

9 15.5.1 For each student serviced in excess of the caseload set forth in Section 15.3.5
10 above, the bargaining unit member providing the service shall be compensated for
11 one hour per week at a rate equal to the bargaining unit member’s hourly per diem
12 rate.

13 15.5.1.1 Services subject to compensation shall include assessment duties in connection
14 with the development or update of Individual Education Plans (IEPs) and related
15 meetings.

16 15.5.1.2 Excess caseload refers to only the special education students in excess of basic
17 caseload who have current or outdated IEPs that still require special education
18 services. Students without an IEP shall not be counted as part of the excess
19 caseload.

20 15.5.1.3 The state register shall be used to document the existence of excess caseload.

21 15.5.2 Specialists/teachers who accept a “Determination of Services” assignment shall be
22 paid at their per diem hourly rate.

23 15.5.2.1 “Determination of Services” means services provided by bargaining unit
24 members listed in Section 15.3.5 above to students without IEPs at sites where,

1 due to a vacancy, leave of absence, or other long-term absence, there is no
2 bargaining unit member qualified and available to provide the services.

3 15.5.2.2 “Determination of services” shall include, but be not limited to: initial
4 assessments, reports, observations, Student Study/Intervention Team meetings,
5 and Special Education Review Team meetings for non-identified students.

6 15.5.3 For elementary RSP and SDC only, a week will be defined as five (5) consecutive
7 days, Monday through Friday, during which the student receives services on at least
8 three (3) days.

9 15.5.3.1 The state register will be used to document this service.

10 15.5.4 Acceptance of additional compensation and duties under Section 15.5 shall be
11 voluntary on the part of the bargaining unit member.

12 15.5.4.1 When an excess caseload exists, and the District does not immediately provide
13 an additional specialist or teacher to serve the excess caseload student(s), the
14 specialists or teachers at the affected site may volunteer to service the excess
15 caseload student(s) and be compensated as described in Section 15.5.1.3.

16 15.5.4.2 If no bargaining unit member at the affected site volunteers to service the above
17 referenced students, the District shall provide an additional specialist/teacher to
18 service the excess caseload student(s).

19 15.5.5 Specialists/teachers who service excess caseload students shall receive additional
20 aide time, if available, at a rate of one (1) hour per five (5) excess caseload
21 students.

22 15.5.6 Compensation for assessment or meetings in connection with Student Study Team
23 referrals is specifically excluded from this agreement with the exception of
24 “Determination of Services” assignments.

1 15.6 Upon the request of the Association President, the District will provide the Association
2 President with the most current and accurate information available about the number of
3 students at a school site, grade level, or class.

4 15.6.1 The Association and the District will jointly establish a Class Size Committee to
5 monitor instances of excess class size at individual schools.

6 15.6.1.1 Committee membership will include:

7 (A) The Association President or designee

8 (B) One representative of the Association as designated by the Association
9 President.

10 (C) The Deputy Superintendent, School Support or designee

11 (D) The Associate Superintendent, Human Resources or designee.

12 (E) When individual site overloads are discussed, the site principal or designee
13 and Association building representative of the site shall be members of the
14 committee.

15 15.6.1.2 The duties of the committee include the following:

16 (A) Review of efforts made by the District to maintain class sizes or caseloads at
17 target ratios.

18 (B) Review of specific site overloads created when a class is in violation of the
19 guidelines established in sections 15.2 and 15.3.

20 (1) The review of site overloads shall include:

21 i An analysis of the reasons for cases of excess class size
22 limits

23 ii The alternatives available to alleviate the situation

1 (C) Recommend specific actions the Superintendent can take to address each site
2 overload.

3 15.6.1.3 The committee shall meet upon the request of either the District Superintendent
4 or President of the Association.

5 15.6.2 The District and the Association shall also establish a committee to monitor class
6 size in secondary physical education classes.

7 15.6.2.1 The Association will appoint bargaining unit member(s) to serve on this
8 committee.

9 15.6.2.2 The committee will meet when requested by the District or Association.