

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 2016-2017, the TK-3 Grade Span Adjustment shall be 30/28.

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)	26/28:1	N/A	
1-3 (GSA)	26/28:1	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
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
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 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 after the 20th
2 day of school during the first semester, the remedy shall be additional financial
3 compensation to the bargaining unit member of pro-rated per diem basis per student until
4 the class no longer exceeds the target ratio as listed in 15.3.

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

10 15.3.2.1 Where an RSP or Special Day Class at a secondary site is organized on a
11 four (4)-hour per day format and where the enrollment exceeds the
12 maximum teacher load, the remedy shall be financial compensation to the
13 bargaining unit member on a prorated per diem basis based on a one-fifth
14 (1/5) additional period assignment until the maximum teacher load is
15 reduced below the respective maximum.

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

21 15.3.3 “Academic” secondary classes shall include all secondary classes other than
22 those listed in Section 15.3.3

1 15.3.4 Class size for non-academic secondary classrooms including, but not limited to,
2 art, music, shop, speech, business, home economics and physical education, shall comply
3 with the physical facilities, supplies and equipment.

4 15.3.5 Each school shall attempt to equalize the student group compositions within
5 classrooms.

6 15.4 Basic caseloads for the following special education teachers and specialists shall be:

7 15.4.1 Resource Specialist (RSP): 28 students

8 15.4.2 RSP (extended year assignments): 31 students

9 15.4.3 Special Day Class (SDC)-Secondary: 18 students

10 15.4.4 SDC-Elementary: 15 students

11 15.4.5 Language Speech and Hearing (LSH): 55 students

12 15.4.6 LSH (extended year assignments): 60 students

13 15.4.7 Visually Impaired (VI): 35 students

14 15.4.8 Orientation and Mobility (O & M): 20 students

15 15.4.9 Orthopedically Impaired (OI): 30 students

16 15.5 The District and Association agree to the following regarding bargaining unit member
17 duties related to “excess caseloads” and the “determination of services” for the services
18 listed in Section 15.3.5 above.

19 15.5.1 For each student serviced in excess of the caseload set forth in Section 15.3.5
20 above, the bargaining unit member providing the service shall be compensated for one hour
21 per week at a rate equal to the bargaining unit member’s hourly per diem rate.

22 15.5.1.1 Services subject to compensation shall include assessment duties in
23 connection with the development or update of Individual Education Plans
24 (IEPs) and related meetings.

1 15.5.1.2 Excess caseload refers to only the special education students in excess of
2 basic caseload who have current or outdated IEPs that still require special
3 education services. Students without an IEP shall not be counted as part of
4 the excess caseload.

5 15.5.1.3 The state register shall be used to document the existence of excess
6 caseload.

7 15.5.2 Specialists/teachers who accept a “Determination of Services” assignment shall
8 be paid at their per diem hourly rate.

9 15.5.2.1 “Determination of Services” means services provided by bargaining unit
10 members listed in Section 15.3.5 above to students without IEPs at sites
11 where, due to a vacancy, leave of absence, or other long-term absence,
12 there is no bargaining unit member qualified and available to provide the
13 services.

14 15.5.2.2 “Determination of services” shall include, but be not limited to: initial
15 assessments, reports, observations, Student Study/Intervention Team
16 meetings, and Special Education Review Team meetings for non-identified
17 students.

18 15.5.3 For elementary RSP and SDC only, a week will be defined as five (5)
19 consecutive days, Monday through Friday, during which the student receives services on at
20 least three (3) days.

21 15.5.3.1 The state register will be used to document this service.

22 15.5.4 Acceptance of additional compensation and duties under Section 15.5 shall be
23 voluntary on the part of the bargaining unit member.

1 15.5.4.1 When an excess caseload exists, and the District does not immediately
2 provide an additional specialist or teacher to serve the excess caseload
3 student(s), the specialists or teachers at the affected site may volunteer to
4 service the excess caseload student(s) and be compensated as described in
5 Section Article 1515.5.1.3.

6 15.5.4.2 If no bargaining unit member at the affected site volunteers to service the
7 above referenced students, the District shall provide an additional
8 specialist/teacher to service the excess caseload student(s).

9 15.5.5 Specialists/teachers who service excess caseload students shall receive
10 additional aide time, if available, at a rate of one (1) hour per five (5) excess caseload
11 students.

12 15.5.6 Compensation for assessment or meetings in connection with Student Study
13 Team referrals is specifically excluded from this agreement with the exception of
14 “Determination of Services” assignments.

15 15.6 Upon the request of the Association President, the District will provide the Association
16 President with the most current and accurate information available about the number of
17 students at a school site, grade level, or class.

18 15.6.1 The Association and the District will jointly establish a Class Size Committee to
19 monitor instances of excess class size at individual schools.

20 15.6.1.1 Committee membership will include:

21 (A) The Association President or designee

22 (B) One representative of the Association as designated by the Association
23 President.

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

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

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

5 15.6.1.2 The duties of the committee include the following:

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

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

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

11 i An analysis of the reasons for cases of excess class size
12 limits

13 ii The alternatives available to alleviate the situation

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

16 15.6.1.3 The committee shall meet upon the request of either the District
17 Superintendent or President of the Association.

18 15.6.2 The District and the Association shall also establish a committee to monitor
19 class size in secondary physical education classes.

20 15.6.2.1 The Association will appoint bargaining unit member(s) to serve on this
21 committee.

22 15.6.2.2 The committee will meet when requested by the District or Association.