ARTICLE VI

CLASS SIZE

A. For Transitional Kindergarten-Grade 6:

1. For grades TK-6 class size maximums as listed below:

   - TK/K: 24
   - 1: 24
   - 2: 24
   - 3: 24
   - 4: 34
   - 5: 34
   - 6: 34

   Combination class size maximum shall be the lower of two grade levels.

   Class size maximums can only be exceeded at grades 4-5-6 if teacher(s) sign a written waiver.

Class Size Reductions

The parties acknowledge that as a condition of receiving the additional funding grant for K-3 Class size reduction under the Local Control Funding Formula (LCFF) the District is required to make progress toward maintaining an average class enrollment of not more than 24 pupils for each school site in kindergarten and grades 1 to 3 upon full implementation of the LCFF, as such progress is defined in Education Code section 42238.02. The parties intend for the District to be in compliance with this law as interpreted by subsequent guidelines and regulations of the California Department of Education (CDE) upon full implementation of the LCFF (currently 2020) as set forth in Education Code section 42238.02(d)(3)(D).

- The Association and the District agree to implement full day class size reduction in kindergarten and third grade at schools where space is available for the 2000-2001 school year.
- The District retains the discretion to exceed TK-3 class size reduction maximums of 24 when enrollment, facilities, transportation or staffing precludes enrollment of a student residing in an attendance boundary or otherwise legally entitled to enroll. The District and the Association agree the District’s exercise of this discretion constitutes a “collectively bargained alternative class size enrollment for each school site” in grades TK through 3, inclusive pursuant to Education Code section 42238.02.
- Selection of teachers to take the added students shall be on a volunteer basis. If no teacher volunteers, the principal will assign. Unless requested by the teacher, the overload class shall not be assigned to the same teacher for the following year.
2. The Association agrees that during the life of this agreement it will neither discourage nor encourage class size waivers by individual teachers.

3. The District agrees to make a good faith effort to balance the number of students by the end of the third week.

4. In grades TK-6, no more than two (2) grade levels will compose a single class unless the teacher agrees.

B. For grades 7-8:

1. At the junior high schools, the District agrees to make a good faith effort to balance class sizes by the end of the third week of the beginning of the fall semester and by the beginning of the third week of the spring semester.

2. At the 7-8 level, the following class size maximums are agreed to:
   a. 37 for all classes
   b. 55 for Physical Education

3. The above paragraph may be waived by individual teachers for specific classes or periods of time. The Association agrees that during the life of this agreement it will neither discourage nor encourage class size waivers by individual teachers.

4. The intent of the District is to maintain class size averages by scheduling some teachers to teach six classes in the fall and four classes in the spring, thus, balancing classes between first and second semesters.

5. The District shall make a good faith effort to maintain equitable class sizes during the remainder of the semester.

C. For grades 9-12:

1. At the high schools, the District agrees to make a good faith effort to balance class sizes by the end of the third week of the beginning of the fall semester and by the beginning of the third week of the spring semester.

2. At the 9-12 level, the following class size maximums are agreed to:
   a. 39 for all classes
   b. 58 for Physical Education

3. The above paragraph may be waived by individual teachers for specific classes or periods of time. The Association agrees that during the life of this agreement it will neither discourage nor encourage class size waivers by individual teachers.

4. The intent of the District is to maintain class size averages by scheduling some teachers to teach six classes in the fall and four classes in the spring, thus, balancing classes between first and second semesters.
5. The District shall make a good faith effort to maintain equitable class sizes during the remainder of the semester.

D. Special Education

The following caseload maximums are effective beginning the 2023-2024 school year.

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Case Load</th>
<th>Grade Level</th>
<th>Case Load</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRE-K</td>
<td></td>
<td>TK-6</td>
<td></td>
</tr>
<tr>
<td>Highly Structured (HS) Beginning</td>
<td>12</td>
<td>Parallel Learning</td>
<td>15</td>
</tr>
<tr>
<td>HS Intermediate/Advanced</td>
<td>12</td>
<td>Functional Learning</td>
<td>12</td>
</tr>
<tr>
<td>Functional Learning</td>
<td>12</td>
<td>Therapeutic Learning</td>
<td>13</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Highly Structured 1</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Highly Structured 2/3/4</td>
<td>12</td>
</tr>
<tr>
<td>7-8</td>
<td></td>
<td>9-12</td>
<td></td>
</tr>
<tr>
<td>Parallel Learning</td>
<td>17</td>
<td>Parallel Learning</td>
<td>18</td>
</tr>
<tr>
<td>Functional Learning</td>
<td>14</td>
<td>Functional Learning</td>
<td>16</td>
</tr>
<tr>
<td>Therapeutic Learning</td>
<td>15</td>
<td>Therapeutic Learning</td>
<td>16</td>
</tr>
<tr>
<td>Highly Structured</td>
<td>14</td>
<td>Highly Structured</td>
<td>16</td>
</tr>
<tr>
<td>Applied Learning</td>
<td>17</td>
<td>Applied Learning</td>
<td>18</td>
</tr>
</tbody>
</table>

**Ages 18-22**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Transitions</td>
<td>17</td>
</tr>
<tr>
<td>DHH</td>
<td>14</td>
</tr>
<tr>
<td>MOVE</td>
<td>14</td>
</tr>
<tr>
<td>DHH Itinerant</td>
<td>40*</td>
</tr>
</tbody>
</table>

*One infant served weekly counts as two (2) students on a caseload.

If the caseload maximum is exceeded, the teacher will receive $15.00 per day per student to compensate the employee for the caseload overage to be paid monthly via pay claim.

Classes located at the same site will be based on average caseload size when determining the $15.00 per day compensation.

Adjustments to the above class size maximums for Special Education must be made at the beginning of each school year by the end of the third week of school. Compensation for overages will begin after the third week of school after any balancing occurs.

At the TK-6 level, excluding students who have a speech-only IEP, if a TK-6 classroom teacher (excluding prep providers and computer literacy teachers) has a ratio of students with IEP’s in a general education classroom that exceeds 30% of the overall class size maximum, the site administrator shall meet with the general education teacher within ten (10) work days of the request for such meeting to develop and implement a classroom support plan.
At the 7-12 level, if a class is not balanced and whenever the ratio of students with IEP’s in a general education classroom exceeds 40% of the overall class size, the site administration shall meet with the general education teacher within ten (10) work days of the request for such meeting to develop and implement a classroom support plan.

For TK-6, students with IEP’s who are included in general education classroom settings for more than three (3) hours, inclusive of lunch, prep, recess, library, etc., shall count toward the class size maximum.

If a teacher is at class size maximum and a student’s IEP requires mainstreaming, the teacher shall take up to three (3) students above the maximum and shall be compensated at $15.00 per day per student.

E. **Contract Full-time Independent Study**

A full-time Independent Study teacher shall carry 30 students per week (6 hours per day, 5 days per week).