

## ARTICLE VI - CLASS SIZE

- A. It is in the best interest of all parties to resolve class overloads expeditiously at the beginning of the school year. It is in the best interest of students and staff to maintain reasonable sizes in all classes.
  
- B. Enrollment projection formulas and staffing formulas that affect class size shall be reviewed annually and updated if necessary. Factors to be considered in the determination of class sizes:
  - 1. Anticipated number of midyear graduates.
  - 2. Students involved in Regional Occupational Program, hereinafter referred to as "R.O.P.", work experience, and other regular off campus instructional activities.
  - 3. Number, availability, and variety of instructional stations.
  - 4. Experience of attrition.
  
- C. Prior to determining the allocation of sections at each site, the administration shall consult with each department chair at the site.
  
- D. While it is recognized that all the factors indicated in paragraphs B. 1 through 4 above modify the final class size achieved in a specific subject area in a specific school, the following class size averages are suggested to be in effect for the beginning of the second week of each semester:
  - 1. Drivers Ed. (with aide) 51 pupils.
  - 2. English Language Development (E.L.D.) 30 pupils (26 if the District chooses to use available categorical funds).
  - 3. General Academic 30.2 pupils.
  - 4. Graduation Requirement Classes (language arts and math for seniors who have not passed the CAHSEE) 19 pupils.
  - 5. Family Services and Consumer Studies 27.4 pupils.
  - 6. Industrial Technology 27.4 pupils.
  - 7. Lab Courses 27.4 Pupils (in assigning students to Lab Courses consideration shall be given to the number of fully functioning stations).
  - 8. Mt. Toro 22 pupils.
  - 9. El Puente caseloads 35 pupils per unit member.
  - 10. Physical Education 42.8 pupils.
    - a. Not to exceed 48 pupils in any one class unless an aide or other appropriate support is provided.

- b. Supported classes not to exceed 52 pupils.
11. Language Arts Intensive 21 pupils. (The ratios in paragraphs E, F and G of this article shall not apply to Language Arts Intensive classes. However, sections with 48% or more students with disabilities shall be supported. No section of Language Arts Intensive shall have more than sixty-seven percent (67%) students with disabilities).
  12. Business Technology - not to exceed the number of functioning work stations in the classroom.
  13. Special Class General Academic 17 pupils, subject to the provisions in Article VI sections A through L.
  14. Education Specialist caseload 26 pupils.
  15. Moderate to severe - self contained grades 7-12 - caseload 15 pupils.
  16. Postsecondary Transitions - Mild to Moderate - caseload 22.
  17. Postsecondary Transitions - Moderate to Severe - caseload 16.
  18. Individual Studies - 17 pupils

The District administration and school site administration shall be guided by these suggested averages when the class schedules are being developed and staffing calculated. Full reports on class size shall be given to the Federation at least three (3) times during the year: on the seventh (7<sup>th</sup>) day of instruction in the first semester, and on or about the tenth (10<sup>th</sup>) week of the first semester and on the seventh (7<sup>th</sup>) day of instruction in the second semester.

- E. The number of students with disabilities in a co-taught class, whose IEP's identify the subject area of the class as a service area for the students, shall not exceed thirty-three percent (33%) of the total class roster. This limitation shall not apply to pupils receiving itinerant services only, such as speech, vision and hearing and orthopedic services.
- F. The number of students with disabilities in a class that follows the "push in" model, whose IEP's identify the subject area of the class as a service area for the students, shall not exceed twenty and one half percent (20.5%) of the total class roster. This limitation shall not apply to pupils receiving itinerant services only, such as speech, vision and hearing and orthopedic services.
- G. The number of students with disabilities in a class that receives no additional support from certificated personnel

and whose IEPs identify the subject area of the class as a service area for the students, shall not exceed eleven percent (11%) of the total class roster. This limitation shall not apply to pupils receiving itinerant services only, such as speech, vision and hearing and orthopedic services.

- H. The number of students assigned to each teacher per period may vary widely depending upon the constraints of scheduling, the number of teaching stations available, the individual preferences of each teacher, and departmental decisions as to how students should be distributed within a department. The District will make reasonable efforts to adjust class size goals accordingly if the room is small or if the number of workstations is inadequate to meet the above demands. The total number of students assigned to each full time teacher should be equitable.
- I. The suggested class size averages enumerated in Section D herein are to be used to determine total class load.
- J. SVFT may request to meet with the Assistant Superintendent for Human Resources at least five (5) business days before the first day of the work year to review the projected class sizes and explore ways to mitigate potential problems. If the average for any teacher exceeds the goals enumerated in subsection D as well as the ratios specified in subsections E, F and G, the employee subject to the excess or SVFT shall, upon request, be entitled to a conference with the Principal or his designee, the master scheduler of the school and the department chair. Such conference shall not be scheduled prior to the eighth (8<sup>th</sup>) day of instruction each fall and spring semester, and shall not occur if the averages are within contract goals by the eight (8<sup>th</sup>) day of instruction. The employee may request the presence of a representative from the Federation. Such conferences shall be scheduled insofar as possible as not to interfere with the instructional program of the school. At the conference, the Principal and the participants shall review with the employee possible solutions which may include, but not be limited, to the following:
  - 1. Reasons for the excess.
  - 2. Anticipated duration of the excess.
  - 3. Possible student schedule changes to relieve the excess.
  - 4. Possible redistribution of classes within the department.

5. Constraints prohibiting an immediate remedy to the excess.
6. An estimate as to when the excess may be eliminated.
7. Possible reassignment of teachers within the school.
8. Student absenteeism.
9. Transfer of students to other schools.
10. Hiring of new teachers.
11. Prohibiting the addition of more students to the classes.

Subsequent to the completion of the conference as specified herein, the Principal of the appropriate school shall make a good faith effort to relieve, insofar as possible, the total class load excess(es) beyond the limits described herein. Failure of the Principal to effect relief is not and shall not constitute a grievance, except as provided in paragraph K below.

In the event that the problem is still unresolved, the unit member may appeal to the Assistant Superintendent for Human Resources. Within seven (7) instructional days from the receipt of the appeal, the Assistant Superintendent for Human Resources shall convene a meeting with the unit member, the site administrator and any other person deemed relevant to the issue. The SVFT and the Assistant Superintendent will work cooperatively and provide relief which can include the options listed in 1 through 11 above or some other mutually acceptable relief.

- K. On the seventh (7th) day of instruction in the Fall semester, the District shall provide the SVFT President with a report that shows all teachers who have class averages over the goals enumerated in subsection D as well as the ratios specified in subsections E, F and G. Between the eighth (8th) and fourteenth (14th) days of instruction, SVFT and the affected teacher(s) shall meet with the site principal and administrator responsible for the Master Schedule to resolve any problems with the class size averages. In the cases of non-permanent teachers, SVFT and/or the affected teacher(s) shall meet with the site principal and administrator responsible for the Master Schedule to resolve any problems with the class size averages. If there is no satisfactory resolution achieved, SVFT and the affected teacher(s) shall meet with the Assistant Superintendent for Human Resources after the site meeting but no later than the twenty-second (22<sup>nd</sup>) day of instruction to attempt to resolve any unresolved issues related to class size averages. In the cases of non-

permanent teachers, SVFT and/or the affected teacher(s) shall meet with the Assistant Superintendent of Human Resources after the site meeting but no later than the twenty-second (22<sup>nd</sup>) day of instruction to attempt to resolve any unresolved issues related to class size averages. If no resolution is found to the remaining issues, SVFT may within ten (10) days of the meeting with the Assistant Superintendent file a grievance at Level III on the unresolved class size average issues. In the event that the grievance reaches the Level IV, the arbitrator shall consider whether the District has acted in good faith to implement solutions to the class size overages. The solutions to the overages are those listed above in paragraph J 1 through 11 plus any mutually agreeable relief. The same procedures shall be followed in the Spring Semester as to classes that are new to the Spring Semester and are not continuing from the Fall Semester.

- L. The following provisions shall be applicable for counselors:
  - 1. The student/counselor ratio in each of the middle and high schools will be four hundred and fifty to one (450:1).
  - 2. The above ratios are established with the understanding that the counselors will be responsible for providing only the services listed in "Appendix F".
  - 3. Reasonable efforts shall be made to decrease the counselor/student ratio to four hundred to one (400:1) should the District's categorical funding permit.
  - 4. Counselor student caseloads shall be equivalent (within +/- 5% of the department average) between bargaining unit members in the same department, unless otherwise agreed to, in writing, by a majority of department bargaining unit members each school year.
- M. Psychologists' ratio shall be one (1) psychologist for each one thousand eight hundred and fifty (1,850) students.
- N. The Speech Language Pathologists' caseloads shall be limited to fifty-five (55) pupils.
- O. The Occupational Therapists' caseload for direct services shall be limited to fifty-five (55) pupils.

- P. For the school year, the work experience ratio will be one hundred twenty-five to one (125:1).
- Q. Current practices shall be followed with regard to class size in instructional programs and/or classes not specifically enumerated in this Article: e.g., music, R.O.P. classes, R.O.P. coordination.
- R. Differentiated staffing shall be permitted only by mutual agreement between the District, the department chair and the individual department member immediately impacted. When a probationary or temporary unit member is directly impacted by differentiated staffing and the administration seeks the consent of the unit member, the Federation may represent the impacted unit member. No later than the eighth (8th) month of each school year, each department chairperson shall meet with his/her department members to discuss teaching assignment and make a recommendation to the site administration for the following school year. In addition, there shall be a meeting of all department chairpersons that have differentiated staffing no later than the ninth month of each school year to discuss differentiated staffing for the following school year.
- S. Bargaining unit members in general education assignments in grades 7-12 shall generally not be assigned more than two (2) preparations unless the unit member agrees. Unit members may be assigned more than two (2) preparations when the needs of the students require offering the class and other appropriately credentialed teachers are not available.

Examples may include, but are not limited to, foreign language, music, AG, career technical education, and singleton electives.

Bargaining unit members assigned more than two (2) preparations may request a conference with the principal or his/her designee to review the reasons for the assignment. The unit member may request the presence of a representative from the Federation. Such conferences shall be scheduled insofar as possible not to interfere with the instructional program of the school. All probationary, temporary and intern unit members shall be represented in absentia by the Federation whenever non-permanent unit members are assigned more than two (2) preparations. At the conference, the principal or designee and the participants shall review with

the unit member possible solutions which may include, but not be limited to, the following:

1. Reasons for the additional preparation(s).
2. Anticipated duration of the additional preparation(s).
3. Possible teacher assignment/reassignment to relieve the excess preparation(s).
4. Possible redistribution of classes within the department.
5. Constraints prohibiting an immediate remedy to the excess preparation(s).
6. Hiring of teachers for existing vacancies.

A "Preparation" shall be defined as a course with a single or common score and sequence, curriculum and assessment. Courses taught in a blended format (i.e. English 9 and English 9 TR) shall count as a single preparation.

Any challenge to an assignment of more than two (2) preparations must be received by Assistant Superintendent of Human Resources by the 15<sup>th</sup> day of instruction following the assignment of a third (3<sup>rd</sup>) preparation, or more, to the bargaining unit member.