

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:
 - a.** Anticipated number of mid-year graduates.
 - b.** Students involved in Regional Occupational Program, hereinafter referred to as "R.O.P.", work experience, and other regular off campus instructional activities.
 - c.** Number, availability, and variety of instructional stations.
 - d.** 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.** English Language Development (E.L.D.) 30.2 students. The District shall use supplemental/concentration funds as class size reduction to lower the class size average to 23 students for as long as they are available. Bargaining unit members who are assigned to teach E.L.D. shall receive a five hundred dollar (\$500) stipend per section, per semester for additional preparation time. This stipend shall be paid on a monthly basis from Supplemental/Concentration Grant funds for as long as they are available.

2. Academic Language Development (A.L.D.) and Academic Language and Literature (A.L.L.) and any new designated ELD course 30.2 students. The District shall use supplemental/concentration funds as class size reduction to lower the class size average to 23 students for as long as they are available. Bargaining unit members who are assigned to teach A.L.D. or A.L.L. and any new designated ELD course shall receive a five hundred dollars (\$500) stipend per section per semester for additional preparation time. This stipend shall be paid on a monthly basis from Supplemental/Concentration Grant funds for as long as they are available.
3. General Academic, including credit recovery classes, 30.2 students.
4. Content area sheltered classes 30.2 students. The district shall use Supplemental/Concentration funds as class size reduction to lower the class size average to 25 students for as long as they are available. Bargaining unit members who are assigned to teach content area sheltered classes shall receive a five hundred dollar (\$500) stipend per section per semester for additional preparation time. This stipend shall be paid on a monthly basis from supplemental/Concentration Grant funds for as long as they are available.
5. Family Services and Consumer Studies 27.4 students.
6. Industrial Technology 27.4 students.
7. Lab Courses 27.4 students (in assigning students to Lab Courses consideration shall be given to the number of fully functioning lab stations).
8. Mt. Toro 22 students.
9. El Puente caseloads 35 students per bargaining unit member.
10. Physical Education 42.8 students.

- a.** Not to exceed 48 students in any one class unless a paraprofessional or other appropriate support is provided.
 - b.** Supported classes not to exceed 52 students.
 - c.** Modified Physical Education classes shall maintain a ratio of two (2) general education students to one (1) student with disabilities.
- 11.** Language Arts Intensive 21 students. (The ratios in paragraphs F, G, H of this article shall not apply to Language Arts Intensive classes. However, sections with forty-eight percent (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 workstations in the classroom.
- 13.** Special Class General Academic 17 students.
- 14.** Education Specialist caseload 26 students.
 - a.** No “30-Day Placements” shall be added to any caseload that is already at twenty-six (26) students without consultation and mutual agreement with the bargaining unit member, or the Federation for probationary and temporary bargaining unit members, for those Individual Education Plans (IEPs) that are due within ten (10) days, including those that are overdue.
 - b.** If all Education Specialists at the student’s site have reached their caseload of twenty-six (26), and no unit member volunteers, the principal or designee shall have the ability to assign the 30-day placement to the most senior Education Specialist at that site, followed by the second most senior, and so on.
 - c.** Bargaining unit members impacted per a and b above shall receive a full day of release time to meet

student needs related to IEP compliance prior to the IEP deadline or thereafter should the deadline have already passed when the 30-Day Placement was made, and this time shall be at the bargaining unit members' discretion. For impacted bargaining unit members that are psychologists and speech language pathologists, professional discretion shall be granted in allowing them to prioritize 30-Day Placements over all other tasks.

- d. A regular education or special education teacher who has the student in their class or caseload may request a review of a special education student's placement by submitting a written request to the Principal or designee. The Principal or designee shall, within twenty (20) school days, review the request with the student's case carrier and school psychologist. If the student's IEP and related data confirm concerns regarding the student's placement, an IEP will be called within thirty (30) school days of that review.

15. Moderate to severe-self-contained grades 7-12 caseload 15 students.

16. Moderate Special Education Classes (Therapeutic Intervention, Functional Academics and Social Communication) 15 pupils.

17. Postsecondary Transitions - Mild to Moderate - caseload 22.

18. Postsecondary Transitions - Moderate to Severe-caseload 15.

19. Individual Studies - 17 students.

20. Community Day School Caseload - 18 students per self-contained section.

E. 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 (7th) day of instruction in the first semester, and on or about the tenth (10th) week of the first semester and on the seventh (7th) day of instruction in the second semester.

- F.** 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 and co-teaching as an instructional delivery model, shall not exceed thirty-three percent (33%) of the total class roster. This limitation shall not apply to students receiving itinerant services only, such as speech, vision and hearing and orthopedic services.
- G.** The number of students with disabilities in a class that follows the "in class support" model, whose IEP's identify the subject area, 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.
- H.** The number of students with disabilities in a class that receives no additional support from certificated personnel and whose IEPs identify the subject area, shall not exceed eleven percent (11%) of the total class roster. This limitation shall not apply to students receiving itinerant services only, such as speech, vision and hearing and orthopedic services.
- I.** The number of students assigned to each teacher per period may vary widely depending upon the constraints of scheduling, the number of teaching spaces available, the individual preferences of each teacher, and departmental decisions as to how students should be distributed within a department. The District shall 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.
- J.** The suggested class size averages enumerated in Section D herein are to be used to determine total class load.

- K.** 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.
- L.** If the average for any bargaining unit member exceeds the goals enumerated in subsection D as well as the ratios specified in subsections F, G and H, the bargaining unit member subject to the excess or SVFT shall, upon request, be entitled to a conference with the Principal or designee, the master scheduler of the school and the department chair. Such conference shall not be scheduled prior to the eighth (8th) day of instruction each fall and spring semester, and shall not occur if the averages are within contract goals by the eighth (8th) day of instruction. The bargaining unit member 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 or designee and the participants shall review with the bargaining unit member 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 of 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 or programs.
 10. Hiring of new teachers.
 11. Prohibiting the addition of more students to the classes.
- M.** Subsequent to the completion of the conference as specified in subsection L, the Principal or designee 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 P below.

- N.** In the event that the problem is still unresolved, the bargaining 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 bargaining unit member, the site administrator and any other person deemed relevant to the issue. SVFT and the Assistant Superintendent shall work cooperatively to provide relief which can include the options listed in subsection M L 1 through 11 above or some other mutually acceptable relief.
- O.** 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 F, G, and H.
- P.** 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 (22nd) 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 (22nd) 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 subsections L1 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.

Q. The following provisions shall be applicable for counselors:

1. The student/counselor ratio in each of the middle and high schools shall be four hundred and fifty to one (450:1).
2. The above ratios are established with the understanding that the counselors shall 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 Supplemental/Concentration 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.
5. Part-time counselors shall have prorated caseloads equal to their Full Time Equivalent position in accordance with subsection Q.1-4 above.

R. Psychologists' ratio shall be one (1) psychologist for each one thousand eight hundred and fifty (1,850) students.

S. The Speech Language Pathologists' caseloads shall be limited to fifty-five (55) students.

T. For the school year, the work experience ratio shall be one hundred twenty-five to one (125:1).

U. 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.

- V.** 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 their department members to discuss teaching assignments and make recommendations 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 (9th) month of each school year to discuss differentiated staffing for the following school year.
- W.** When developing master schedules, the District shall not set the class size maximums per section that create overages of more than two (2) students per section or ten (10) students per day as set forth in subsection VI.D. of this agreement after the fifth (5th) business day prior to the beginning of each work year. Five (5) days prior to the first day of instruction, SVFT shall receive a report from Human Resources showing the section "maximum seats" used for scheduling each section at every site.
- X.** Subsections F, G, and H Regarding Students with Disabilities
- 1.** By July 1st prior to each school year, the Assistant Superintendent of Human Resources or their designee shall provide the SVFT President or their designee a comprehensive report clearly identifying that all the following school year's schedules for students with disabilities (SWDs) have been anchored within the master schedule at each school site and/or program. This report shall include course sections designated as "co-teaching" or "in-class support" and the ratios as outlined in each subsection F, G, and H. Furthermore, due to having no control over the timely identification of SWDs from feeder school districts and/or beginning of the school year SWD registrants, the report shall also demonstrate that sites and/or program have included additional

capacity in courses to allow for transfers and/or increased enrollment of SWDs between the last workday of the previous school year and the first instructional day of the following school year.

- a. *Anchored means the conscientious act of following the Education Specialist bargaining unit members' recommendations for pre-registering students with disabilities' course schedules for the following work year and ensuring, throughout the entire master schedule building process, that these students with disabilities shall receive and remain connected to (meaning anchored) their services as prescribed in their Individual Education Plan (IEPs).
2. Should the District fail to provide the Federation this report as described above, a grievance shall be initiated by the Federation commencing with Level III as prescribed in Article III of this Agreement.
3. Furthermore, ten (10) days prior to the first official day of classes for students, the District shall provide an update of the report described above.
4. Should this report show that SWDs are not locked in the schedule, SVFT may request a meeting with the Assistant Superintendent of Human Resources, or designee, and the site master scheduler to review solutions. If solutions are not implemented within five (5) days of this meeting, a grievance shall be initiated by the Federation commencing with Level III as prescribed in Article III of this Agreement.
5. By the first workday of each year, the District shall provide all bargaining unit members access in the Student Information System (SIS) to a drop-down menu from the "student detail" window to an easily accessible link to all assigned students with disabilities' (SWD) documents, with the exception of incoming students from outside the district. In the event the SIS changes the formatting of the drop-down menu, the District shall implement a

mutually-agreed to process for bargaining unit members' access to the SWD informational documents.

6. If the previous agreed to paragraph is not implemented by the first workday, then by the eighth (8th) day of instruction the District shall provide each bargaining unit member a complete list of the SWDs and include each SWD's documents, including the name of each SWD's case carrier. Should the District fail to provide a bargaining unit member the report as described, a grievance shall be initiated by the Federation commencing with Level III as prescribed in Article III of this Agreement.

Y. Special Education Caseload Assessment Management

1. Triennial assessments shall be prioritized.

- a. Education Specialist bargaining unit members shall provide the District's Special Education Department with the site administrator responsible for Special Education with a list of assigned triennials and due dates by the first day of the school year.
- b. The scheduling of triennials shall be in collaboration with administrators and the impacted bargaining unit members who are itinerant service providers.

2. Initial Assessments

- a. The occurrence of initial assessments for IEPs may require that Education Specialists assume responsibility for additional Students with Disabilities (SWDs) above their caseload limit as defined in subsection D.14 above. Assignments of initial IEPs over caseload limits shall be made by Special Education Office on an equal basis. Education Specialist shall be compensated five hundred dollars (\$500) per initial IEP assessment.

3. Out-of-District Assessments

- a. Out-of-District assessments are for students who are in private schools or incarcerated.

- b.** Districts Special Education Office bargaining unit members shall complete initial and subsequent Out-of-District assessments
- c.** Should a student qualify for special education services. District Special Education Office bargaining unit members shall maintain Out-of-District special education students on their caseloads, subject to subsection D. 14-15 above.
- d.** Should the District eliminate bargaining unit position(s) at the District Special Education Office, the parties shall have thirty (30) calendar days to negotiate Out-of-District assessments.

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