

**ARTICLE 9:            CLASS SIZE/TEACHING LOAD/WORKLOAD**

9.100 Class sizes for the District shall be as outlined below:

9.110 Class size for K-6 shall be maintained at an average of 30.0:1 students.

9.120 Secondary schools 7-12 shall be at a staffing ratio of 32.0:1 students.

9.200 Staffing of these pupil personnel services shall be as follows during the term of this contract:

a. Counselors

Throughout the term of this contract, middle schools with less than 850 student enrollment will be staffed with at least one (1) counselor. Middle schools with more than 850 students will be staffed at a minimum of 1.5 counselors.

Comprehensive high schools will be staffed with a minimum of four (4) counselors. Additional counselors will be added based on a minimum student/counselor ratio of 450:1. The continuation high school will be staffed with a minimum of one (1) counselor.

When the ratio is exceeded by 225, a half counselor position will be added.

So long as the District employs counselors assigned to provide mental health support to elementary schools, the District will use reasonable efforts to schedule such services at least two (2) days per week per site.

b. Nurses

There shall be a minimum of seven (7) F.T.E.'s

Throughout the remaining term of this contract, nurses will be staffed at a minimum ratio of one (1) nurse to 4,000 students. In addition to the above, Canyon Hills School will be assigned at least one full time nurse.

c. Psychologists

There shall be a minimum of thirteen (13) F.T.E.'s.

Throughout the remaining term of this contract, psychologists will be staffed at a minimum ratio of 1:2150. Should the District require additional duties of psychologists, the number shall be re-negotiated.

d. Speech Language Therapists

Throughout the term of this contract, and consistent with Education Code Section 56441.7, the maximum caseload for a speech and language therapist providing services exclusively to individuals with exceptional needs, between the ages of three and five years, inclusive, as defined in Education Code Section 56441.11 or 56026, shall not exceed a count of 40.

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Throughout the term of this contract, and consistent with Education Code Section 56363.3, the average caseload for speech and language therapists in the District special education local plan area shall not exceed 55 cases, unless the local plan specifies a higher average caseload and the reasons for the greater average caseload.

e. Teachers Assigned to Special Education

The District will comply with student case load maximums (currently 28 pupils) for those special education teachers assigned pursuant to Education Code section 56362.

9.210 Staffing for media specialist shall be one (1) F.T.E. media specialist per comprehensive high school.

9.220 The District shall staff school buildings or other instructional sites in accordance with this Article and other applicable provisions of this Agreement except that the District may increase staffing at any building or site to implement or maintain new or current programs and/or expand curricular offerings.

9.230 “F.T.E.” means “full-time equivalent” employment.

9.300 Teaching Periods

9.310 The weekly teaching load for senior high school teachers will be equivalent of twenty-five (25) teaching periods and five (5) preparation periods. An assignment to a supervised study period shall be considered a teaching period.

9.320 The weekly teaching load for continuation high school and middle school teachers shall be the equivalent of thirty (30) teaching periods and five (5) preparation periods. An assignment to a supervised study period shall be considered a teaching period.

The certificated staff at each middle school shall determine for their school site whether or not to continue the homeroom/advisory portion of the 20 minute daily reading period. The entire staff shall be involved in the decision making process, with the outcome to be determined by a majority of the certificated staff.

9.330 The weekly teaching load for elementary teachers shall be determined at the building level and shall include the equivalent of five (5) forty-minute (40) preparation periods.

9.340 The weekly teaching load for teachers assigned to District alternative education programs, including but not limited to independent study, home school, and virtual schools, shall be determined by the District consistent with state law and applicable regulations and shall include the equivalent of at least five (5) forty-minute (40) preparation periods.

9.400 Procedure for Resolving Class Size Problems

9.410 Any class size problem shall first be submitted by the affected teacher, in writing, to the building principal for resolution. The principal shall consider the following criteria in attempting to resolve the problem:

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- 1) Attributes of the pupils in the classroom;
- 2) Equitable distribution of pupils within the school;
- 3) Availability of funding for class size reduction;
- 4) Changes in teaching assignments necessitated by change in class size;
- 5) The reassignment of pupils within the school necessitated by changes in class size;
- 6) Availability of classroom space within the school.

The principal shall respond to the unit member within five (5) days.

9.420 If the problem is not resolved, the affected unit member may request a conference with the Superintendent or designee to discuss the problem. The unit member is entitled to the assistance of an Association representative at this conference. The Superintendent or designee shall make every reasonable attempt to remedy the problem and shall provide the unit member with a written response within five (5) days of the conference.

9.430 A joint meeting of the OUEA President and Superintendent or designee shall occur in order to discuss class size problems related to extra-curricular activities. They shall consider, but not be limited to:

- 1) Redeployment of assigned staff,
- 2) use of class size money, and
- 3) employment of additional staff.

9.500 The District shall budget \$375,000 for the purpose of resolving class size problems.

9.600 The District agrees to implement any new State law enacted after July 1, 1986, which is designed to reduce class sizes, as long as the State law provides all necessary funding and there is building space available within the District.

9.700 LCFF Class Size Reduction

9.710 The Education Code authorizes a district and its certificated union to negotiate an alternative annual class size enrollment for each school site (Education Code section 42238.02(d)(3)(B)). Therefore, the District and Association have agreed that the District shall implement an alternative annual average class size enrollment for grades K-3 at each school site. The parties agree to establish alternative class size averages at the K-3 level that retain the funding provided in the K-3 Local Control Funding Formula (LCFF) grant, even if those class sizes may exceed the goals set forth in the LCFF. For this purpose, the parties agree that the alternative annual average class size per school site for grades K-3 may not exceed 35:1. For grades K-3 the District will utilize the staffing ratio stated in 9.110 above.

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If at any time the District learns that compliance with the foregoing contractual provisions will likely result in penalties which would reduce or eliminate the additional funding grant for K-3 class size reduction, the parties agree to meet and negotiate to implement a mutually agreed solution.