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ARTICLE 8 - CLASS SIZE

Proposal #3: 11/6 /24

8.1 Class Size

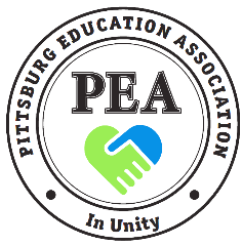
8.1.1 Beginning July 1, 2000, class sizes shall adhere to the following ratios:

K	30 to 1 Maximum
1 – 3	30 to 1 Maximum
4 – 5	32 to 1 maximum
6 – 8	32 to 1 (School Average)
9 – 12	30 to 1 (School Average)
Continuation Schools	20 to 1
Community Day Program	20 to 1
Physical Education (K-3)	26 to 1 Maximum
Physical Education (4-5)	34 to 1 Maximum
Physical Education (Secondary)	45 to 1 Maximum

8.1.2 The parties acknowledge and agree that this constitutes an alternatively bargained agreement for the duration of this agreement.

8.1.2.1: The Pittsburg Unified School District elected, based upon the School Board's direction, to implement Grade Span Adjustment (GSA), beginning in the 2014-2015 school year at a school site grade level average of 24 to 1 for TK – 3. Should funding for Grade Span Adjustment (GSA) under LCFF be eliminated, reduced or suspended at any time during the period of this Agreement, or if the GSA provision of the LCFF law is repealed, amended, or suspended, then the District may elect to return class sizes for TK through 3rd Grade, including $\frac{3}{4}$ combination classes *set forth in 8.1.2.3* to the class sizes in 8.1.1 above, and those class sizes shall constitute compliance with Section 42238.02(d)(3)(B) or (D) et. seq. of the Education Code. The words "reduced" or "amended" as used in this Article 8.1.2.1 means a reduction of the District's GSA funding from the previous year.

8.1.2.2: In the event Grade TK through 3 class sizes return to the class sizes in 8.1.1 pursuant to the provisions of section 8.1.2.1 above, either party may request in writing that the class size averages and maximums from Grades TK-3 in Article 8.1.2.1 and 8.1.2.4 be reopened for negotiations, and such negotiations shall commence within thirty (30) days of receipt of the request to reopen negotiations.



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8.1.2.3: For the term of this agreement, Class Size for Transitional Kindergarten (TK) through 3rd Grade and $\frac{3}{4}$ combination-classes, shall be as follows, unless Article 8.1.2.1 above applies. Transitional Kindergarten and $\frac{3}{4}$ combination classes shall not be averaged at 24 to 1 until 2015-16 school year and thereafter; Grades TK-3 - 24 to 1 School Site Average

8.1.2.4: Class size maximums shall be allowed to go up to 26 maximum per class for TK through 3rd grade and grade $\frac{3}{4}$ combination classes. For TK to 3rd grade and $\frac{3}{4}$ combination classes, Article 8.3 shall not apply.

8.1.2.5: The $\frac{3}{4}$ combination class size averages shall follow TK-3 grade averages. For $\frac{3}{4}$ combination classes, Article 8.2 is suspended during this agreement.

8.1.2.6: In order to compute school site averages beginning on or after October 1st of each school year in grades Transitional K through 3rd grade, including combination $\frac{3}{4}$ classrooms, all of the students in Transitional K through 3rd grade, including combination $\frac{3}{4}$ classes, shall be added and then that sum shall be divided by the number of Transitional K through 3rd grade, including combination $\frac{3}{4}$ classes, to ensure that there is a K-3 class size average of 24 students per class, per site.

8.1.3 Exceeding class maximums as per Article 8.3 shall not apply to grades K-3, unless the provisions of Article 8.1.2.1 apply.

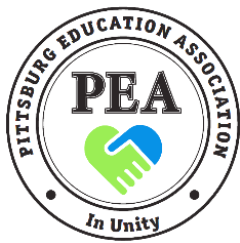
8.2 Combination class maximums same as above except $\frac{3}{4}$ combination shall have a maximum of 30 to 1.

8.3 Class maximums or average may be exceeded by two (2) under the following conditions:

8.3.1 New enrollees after the opening of school. If enrollment within a given school has increased sufficiently at midyear, additional teachers may be added.

~~**8.3.2** No class shall begin school by having an official enrollment in excess of the maximum.~~

~~**8.3.3** No Resource Specialist shall have a caseload which exceeds 28. "Caseload" shall include all students who have been identified through an active Individualized Educational Program and for whom the Resource Specialist provides instruction and services.~~



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~~8.3.4 The District shall make every reasonable effort to place special education students equitably at each school site, and the parties recognize that home school location, designated services in an IEP, and other factors, such as location of services in the district take precedence.~~

~~8.3.5 The District shall make every reasonable effort to maintain the recommended caseload of 55 for Speech Language Specialist. At no time shall any Speech Therapists' case load exceed 65.~~

[Section moved to 8.4, 8.5, 8.5.1, 8.5.2]

8.3.6 The District shall make every reasonable effort to equitably balance class sizes by the fifth (5th) Monday after the first day of each school year.

8.3.7 Class Size Overages

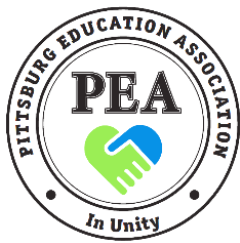
8.3.7.1 Beginning on the fifth (5th) Monday in 2019-2020, after the first day of school and each fifth (5th) Monday after school begins each year, when averaging General Education classes in grades 6-12; General Education Classes mean those classes not included in Appendix E. Any changes to Appendix E shall require an agreement between PEA and the District.

8.3.7.2 Beginning in the 2019-2020 school year in grades 6 to 8, when a unit member has a total number of student contacts in General Education classes that exceeds ~~170~~ **160**, the district shall compensate the unit member as follows:

- For students 1 and 2, one hundred dollars (~~\$100~~**300**) per student, per month; and
- For students 3, 4 and 5 an additional one hundred and fifty dollars (~~\$150~~**400**) per student, per month; and
- For students 6 or more, an additional two hundred dollars (~~\$200~~**450**) per student, per month.

The student(s) must be enrolled on the teacher's roster at least ten (10) school days in the month for the unit member to receive the monthly compensation under this section. If the enrollment is nine (9) school days or less, the monthly compensation shall be prorated.

8.3.7.3 Beginning in the 2019-2020 school year in grades 9 to 12, when a unit member has a total number of student contacts in General Education



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classes that exceeds 160, the district shall compensate the unit member as follows:

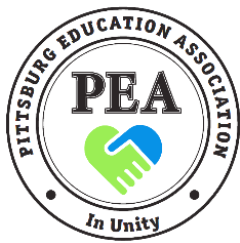
- For students 1 and 2, one hundred dollars (~~\$100~~300) per student, per month; and
- For students 3, 4 and 5 an additional one hundred and fifty dollars (~~\$150~~400) per student, per month; and
- For students 6 or more, an additional two hundred dollars (~~\$200~~450) per student, per month.

The student(s) must be enrolled on the teacher's roster at least ten (10) school days in the month for the unit member to receive the monthly compensation under this section. If the enrollment is nine (9) school days or less, the monthly compensation shall be prorated.

The District shall make every reasonable effort to equitably distribute the workload of initials, annual, and triennial IEPs among School Psychologists. At any time, the Association believes that an inequity may exist, the Association may request, and shall receive from the District within five (5) working days, the distribution of initials, annual, and triennial IEPs by School Psychologist. If an inequity exists, the District shall immediately equitably distribute the initials, annual, and triennial IEPs by School Psychologist.

8.3.7.4 Beginning with the 2021-2022 school year, the District will implement the following Special Education class sizes:

Class Title	Preschool	Elem	JHS	HS	Adult
ECSE-MM (AM + PM)	12 10				
ECSE-MS (AM + PM)	8				
SDC-MM		12	14	20	
SDC-MS		10	12	12	
SOC-AUTISM		10	12	12	
SDC-CEC		10	10	12	



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Academic Work Experience (AWE) Class - MM				18	
Adult Transition Class					18

8.3.7.4.1 The District and PEA recognize that enrollment and class sizes routinely fluctuate during the first five weeks of school. The District shall make every reasonable effort to meet the above class sizes (8.3.7.4). Up to two (2) additional students may be added to the class sizes above when required by law or student or program need.

8.3.7.4.2 In the event that SDC class size exceeds, or continues to exceed, those set forth in section 8.3.7.4 above by more than two (2) students from the first day of school, the District must notify the Association of any unit member affected by this provision and must meet and confer on any class size exceeding two additional students over the above class sizes.

8.3.7.4.3 After the third Monday after school begins, the District shall compensate the member for any overage under section 8.3.7.4 above, as follows below. When calculating overage, students who have not yet attended school for the year will not be counted in the overage totals, even though they may still be listed on the class roster.

Number of Students Over the Target	Compensation Per Month
1 to 2	\$325.00 per student
3 to 5	\$550.00 per student

1. Any placement over two (2) students requires the signed agreement of the teacher.
2. The students(s) must be enrolled on the teachers roster at least ten (10) school days in the month for the unit member to receive the full monthly compensation or, if enrollment is nine (9) school days or less in the month, the monthly compensation shall be pro-rated based on the number of days of enrollment.



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3. The District and the Association shall meet periodically to review the tracking form for the overages and timelines.
- 8.4 The District shall make every reasonable effort to place special education students equitably at each school site, and the parties recognize that home school location, designated services in an IEP, and other factors, such as location of services in the district take precedence.
- 8.5 Caseload Maximums
 - 8.5.1 No Resource Specialist shall have a caseload which exceeds 28. "Caseload" shall include all students who have been identified through an active Individualized Educational Program and for whom the Resource Specialist provides instruction and services.
 - 8.5.2 The District shall make every reasonable effort to maintain the recommended caseload of 55 for Speech Language Specialist. At no time shall any Speech Therapists' case load exceed 65.
- 8.6 The District shall provide to the Association a report of mid-year enrollment for each classroom and each class period at each school site by October 15 and February 15 of each school year. At any time, the Association believes that an imbalance may exist, the Association may request, and shall receive from the District within 5 working days, the enrollment report for each classroom and class period for the requested site.
- 8.7 Class Size Task Force: The parties agree to form a Labor/Management task force to review class size issues during the life of this contract.