

**ARTICLE 6**

**CLASS SIZE**

**6.1 Class Size**

6.1.1 Effective July 1, 2020, in assigning students to classes the following guidelines will be observed:

	<b>Maximum Class Size</b>
TK and K All Day-360 minutes	27
TK	32
District will follow state law regarding the adult to student ratio for TK.	
K	32
1-3	31
TK-3 Combination	30
4 and 5	34
4-5 Combination	31
6-12	37
English	33
Physical Education	45
Elementary Physical Education	45
Choral Music	45
Instrumental Music	45
Continuation	28
6 <sup>th</sup> -8 <sup>th</sup> at Holbrook Language Academy	33
9 <sup>th</sup> -12 <sup>th</sup> Independent Study	25

6.1.2 Elementary Physical Education teachers class size and working conditions shall be subject to the following provisions:

6.1.2.1 If the Elementary Physical Education Teacher is absent, and no substitute credentialed teacher is available to cover their absence, preps shall be cancelled for all affected teachers, and they shall receive pay for their missed prep(s) per §9.8.2.1.

6.1.2.2 4th and 5th grade SDC students who are mainstreamed for P.E. during a given period shall count toward the class size maximum of forty-five (45) students. An aide from the SDC class, or the SDC teacher, shall accompany the mainstreamed students for the entire P.E. period.

6.1.3 In so far as practical, Grade 3-4 combination classes will not be

scheduled to ensure all grade 4 students receive the same number of weekly minutes of physical education instruction as their peers in regular grade 4 classrooms, and that all teachers of grade 4 students receive prep time that is equivalent to their upper-grade peers, per §9.8.5.

- 6.1.4 Teachers at secondary school sites who volunteer to teach during their prep period shall receive one hundred twenty percent (120%) of their salary, regardless of the number of instructional periods at that school site.
- 6.1.5 At middle schools where core classes include English, the English class size maximum shall be used.
- 6.1.6 The District will attempt in general elementary program to keep combination classes (2 or more grades) from reaching the maximum class size.
  - 6.1.6.1 Upon request, the principal/program administrator shall meet with the faculty, department, or affected unit members to review maximum class size situations. The purpose of this review shall be to determine if alternative plans can be developed to avoid reaching maximum class size.
  - 6.1.6.2 If such a plan is developed, it shall be made available in writing upon request to affected unit members and the site Association Representative.
  - 6.1.6.3 If the principal is unable to find alternatives to avoid exceeding the maximum in a class, they will consult with unit members affected.
- 6.1.7 A class size maximum may be exceeded with the annual consent of the majority of the unit members, during a meeting of the members of the grade level or department affected.
- 6.1.8 Choral and instrumental music maximum class sizes may be exceeded with the concurrence of the majority of the choral and instrumental music teachers at that school site.
- 6.1.9 Agreements made accord with §6.1.7 and §6.1.8 above, shall be in effect for the time stipulated, but in no case longer than the current academic year. Any such agreements shall be provided, upon request, in writing to the affected unit members and the site Association Representative.
- 6.1.10 The full-time assignment for elementary vocal and instrumental music teachers shall be based on serving up to nine (9) classes per day on a regular school day and six (6) classes per day on early-out Wednesdays with a maximum of forty-two (42) classes per week.

Staff may exercise flexibility in scheduling the classes to account for variations in the instructional day during the week, not to exceed the maximums stated above.

- 6.1.11 The full-time assignment for elementary library/media teachers shall be based serving up to nine (9) classes per day on a regular school day and six (6) classes per day on early-out Wednesdays with a maximum of forty-two (42) classes per week. Staff may exercise flexibility in scheduling the classes to account for variations in the instructional day during the week, not to exceed the maximums stated above.
- 6.1.12 In so far as practical, class sizes for Elementary Library/Media and Vocal Music teachers shall be limited to the established maximum class sizes for the grade level being served.
- 6.1.13 For bargaining unit members who are providing a combination of classes or class sessions and working with 9<sup>th</sup> – 12<sup>th</sup> grade Independent Study students, one class, or class section is equivalent to .2 FTE, which is equivalent to 5 Independent Study students. Class sizes in classes utilizing workstations will be limited to the number of workstations, if that number is below the class size outlined above in this Article.
  - 6.1.13.1 A .2 FTE equals either 240 minutes per week of instruction in a class or class section or 5 Independent Study students.
- 6.1.14 Notwithstanding the maximum class size specified above, no class enrollment may exceed the number of workstations, by school site and lab classroom, per Appendix O which may be revised annually to reflect changes, upon request of either party.
- 6.1.15 A student assigned to a Special Day Class at a TK-5 school, but who is integrated into a general education class for at least one-third (1/3) of the school day, shall be counted as two (2) students in that general education class for purposes of member load. Secondary schools shall receive additional staffing based on the District integrated count formula.
- 6.1.16 When in the judgement of the unit member one (1) or more of the students in a class is displaying chronic behavior challenges, the principal shall confer with the unit member in regard to class size considerations. Additional support shall be provided which may include behaviorist consultation, additional parent consultation, professional development in behavioral strategies and/or additional classroom personnel assistance. Teachers teaching in mental health collaborative programs and programs serving students with severe autism as defined in §6.2.6 will be required to participate in crisis

prevention and response professional development. Such professional development shall not exceed twelve (12) hours in length and shall be paid at the Certificated Hourly Rate, per §14.5.1, or assigned during a regular work day with participating teachers on sub release. Crisis prevention and response professional development training may be offered on a non-work day within the negotiated school calendar; however, attendance at such training on non-work days shall not be mandatory.

- 6.1.17 Principals shall make an effort to equalize caseloads/class size and class preparations within grade levels/departments. The reasons for unequal caseloads/class size and class preparations shall be provided in writing to affected unit members upon requests.

## **6.2 Special Day Class Size and Caseload**

- 6.2.1 Teachers of Elementary and Secondary Mild/ Moderate Special Day Class classes shall be assigned a maximum of fifteen (15) students.
- 6.2.2 Teachers of Elementary Extensive Support Needs (Moderate/Severe) classes including low incidence classes and classes in special centers shall be assigned a maximum of nine (9) students. To provide greater flexibility, the maximum of nine (9) may go to ten (10) through the mutual agreement of the teacher, MDEA, and the District with the teacher retaining the right to final approval. During this meeting, there shall be discussion regarding the appropriate mitigation for the increase in class size. If the teacher accepts the 10th student and if mitigation other than an instructional assistant is required, the mitigation must be mutually agreed upon between the teacher and the District.  
  
If an instructional assistant is provided as the mitigation, the assistant shall remain with the class as long as the class size remains at ten (10).
- 6.2.3 Teachers of Secondary Extensive Support Needs Special Day Class classes, including low incidence classes, post-secondary, and classes in centers shall be assigned a maximum of eleven (11) students.
- 6.2.4 Teachers of Preschool Extensive Support Needs Special Day Class classes, including low incidence classes and classes in centers shall be assigned a maximum of ten (10) students.
- 6.2.5 Teachers of Preschool Mild to Moderate Support Needs Special Day Class classes shall be assigned a maximum of twelve (12) students.
- 6.2.6 An Extensive Support Needs class is defined as a special day class with at least two-thirds (2/3) of its enrollment composed of students with the following disabilities: severe autism (autism classified as requiring substantial or very substantial support to address marked to severe deficits in verbal and non-verbal communication skills, and social impairments, along with markedly repetitive behaviors as identified on

level 2 or 3 on the DSM-V criteria), blindness, deafness, severe orthopedic impairments, emotional disturbances, and intellectual disability.

- 6.2.7 Temporary Overage – one (1) additional student may be assigned provided that the caseload (# of students on the class register) is reduced to the maximum within twenty (20) school days.
- 6.2.8 Before an SDC student is integrated into a general education class, the principal and SDC teacher shall consult with the general education classroom teacher and take into account the current class size.
- 6.2.9 Secondary special education classes organized departmentally shall not exceed fifteen (15) (this does not apply to learning center environments).

### **6.3 Other Special Education Class Sizes/Assessment Limits**

- 6.3.1 Resource Specialists shall have a maximum caseload of twenty-eight (28).
- 6.3.2 Speech Therapists shall have a caseload maximum of fifty-five (55).
- 6.3.3 Adaptive P.E. shall have a maximum class size of eighteen (18) in elementary and twenty (20) in middle and high school.
- 6.3.4 Individual and Small Group instruction teachers shall have a maximum caseload of fifty-five (55) and maximum class size of fifteen (15).
- 6.3.5 The average caseload for Full Inclusion Facilitators shall be nine (9), with no individual facilitator having a caseload of more than eleven (11). This caseload acknowledges individual student needs and differences as well as provides for travel time and preparation time.
- 6.3.6 Notwithstanding the Special Education class size and caseload limits listed in §6.2 - §6.3.5, teachers shall not be responsible for assessing additional students annually in excess of fifty-five percent (55%) of their maximum caseload size.

e.g., a full time Resource Specialist with a caseload of twenty-eight (28) students shall not assess more than fifteen (15) additional students annually ( $55\% \times 28 \text{ students} = 15 \text{ additional annual assessments}$ ).

e.g., a full time Resource Specialist with a caseload of twenty (20) students shall not assess more than twenty-three (23) additional students ( $8 \text{ plus } 55\% \text{ of } 28 = 23 \text{ additional annual assessments}$ ).

e.g., a full time Resource Specialist with a caseload of twenty (20) special education students and twelve (12) IIST students shall not assess more than seventeen (17) additional students ( $2 \text{ plus } 55\% \text{ of } 28 = 18 \text{ additional annual assessments}$ ).

- 6.3.6.1 Any required assessments which exceed this fifty-five percent (55%) of class size or caseload assessment limit, shall be paid as required by §6.5 below for those teachers

who volunteer to take on such additional assessments.

6.3.7 Special Education teachers with full caseloads who volunteer to take over case management duties for students in excess of their full-time assignments, due to the lack of appropriately credentialed staff to provide case management services, shall be compensated per §6.5 below.

6.3.8 Speech Therapists shall not be responsible for assessing additional students annually in excess of fifty-five percent (55%) of their maximum caseload size.

#### **6.4 Student Support Personnel Caseloads and Working Conditions**

##### **6.4.1 School Nurse Caseloads**

6.4.1.1 Effective June 30, 2020, the maximum caseload for school nurses shall be twenty-four hundred (2400) students per 1.0 FTE school nurse. The Parties understand that several nurse assignments may have lesser numbers of students given the severity of medical needs at various sites.

6.4.1.1.1 Every effort shall be made to avoid changing site assignments during the work year. If a nurse's site assignments are changed during the work year, upon request, they shall be presented with the rationale for the change in writing.

6.4.1.1.2 No school shall have two (2) or more nurses assigned to split the school unless the school has more than twenty-four hundred (2400) students.

Nurse caseloads will be reassessed on a once monthly basis. The District shall pay nurses for each day that month for caseload overages, at the rate of 1/2400<sup>th</sup> of their per diem rate of pay for each student over their caseload on that caseload reassessment day. This reassessment will take place on the 10<sup>th</sup> of each month, or the work day closest to the 10<sup>th</sup>, so that overages can be reported to payroll by the 20<sup>th</sup> of each month, to be paid out on the 10<sup>th</sup> of the following month. This monthly reassessment shall include all the students currently enrolled in any school site or program within a nurse's job assignment, including students in private school and non-public school settings.

6.4.1.1.2.1 A nurse's "per diem rate of pay" is 1/185 of a full 1.0 FTE salary at their current step and column placement. (For example, if a nurse is a .6 FTE, and is

on step 8 and column IV, their salary is 60% of \$72,443, or \$43,460. Their “per diem rate of pay” is 1/185 of the full \$72,443, or \$391.53.)

#### 6.4.2 Year-for-Year Placement Credit and Extended Nurse Work-Year

6.4.2.1 Starting with the 2017-2018 school year, and in order to facilitate recruitment and retention of school nurses, the Parties agree to the following:

6.4.2.1.1 Provide year-for-year credit when hiring new school nurses, including relevant clinical experience.

6.4.2.1.2 Existing staff will be allowed to submit work experience for additional placement credit for the 2017-18 school year. Any salary increases resulting from new salary schedule placement will be prospective only (there will not be any retroactive payments).

6.4.2.1.3 For any nurse that agrees, provide additional work days at per-diem for school nurses, beyond the current required one hundred eighty-five (185) day work year, or, for part-time nurses, beyond their required work days. Additional per-diem work days require written approval from supervisor in advance.

#### 6.4.3 School Nurse Emergency Coverage/Vacancy Provision

6.4.3.1 When a school nurse is assigned by their immediate supervisor to cover a meeting/procedure/health assessment, etc. (additional duty) that requires them to travel to a school to which they are not assigned, they shall be paid at the Certificated Hourly rate, per §14.5.1, including travel time to and from additional duty assignment.

6.4.3.2 Nurses who cover the job of another classification, such as performing the duties of a District or agency Licensed Vocational Nurse (LVN), will receive up to three (3) hours of pay in 15-minute increments for actual time worked at the Certificated Hourly Rate, per §14.5.1, regardless of their percentage of employment with the District for each day they cover other employees’ duties, including travel time to another school site, if applicable.

6.4.3.3 Part-time nurses who volunteer to accept a temporary increase in their percentage of employment shall be paid at per-diem when they provide coverage at a school to which they are not regularly assigned (excess coverage). Per-diem

pay shall be pro-rated to reflect the portion of the required work day spent in providing excess coverage at a given school site. For example: A nurse on an eighty percent (80%) contract who volunteers to work an extra day, will be paid their per-diem rate for that extra work day. If they work only half of the extra work day, their pay shall be fifty percent (50%) of their per-diem rate.

#### 6.4.4 Flex Time for Nurse Assigned to Gregory Gardens Assessment Center

6.4.4.1 The Parties recognize that the workload for the Nurse assigned to the Gregory Gardens pre-school program varies significantly during the school year. To address these periods of increased workload the Parties agree that, when circumstances warrant, and with the approval of the Nurse's direct supervisor, they may work longer than required site time during a five work day/work week, and be allowed to offset these periods of additional workload by working fewer hours (flex time) than the required site time during a less impacted school day or week. Flex time shall be scheduled in advance and utilized at times that ensure minimal disruption of the delivery of nursing services to students.

#### 6.4.5 School Nurse Liaison/Coordinator Release Time

6.4.5.1 Starting in 2017-18 the School Nurse Liaison/Coordinator position will have a separate job description and will be posted for internal application only every two (2) years.

6.4.5.2 Duties of School Nurse Liaison/Coordinator shall include, but not be limited to, the following:

6.4.5.2.1 The Nurse Liaison/Coordinator will communicate with sites who have an absent nurse to ensure absences are appropriately covered. The Nurse Liaison/Coordinator will receive daily absence reports for school nurses.

6.4.5.2.2 Nurse Liaison/Coordinator will be copied on incident reports in order to assist in communication with contracting agencies and District.

6.4.5.2.3 The Nurse Liaison/Coordinator will help facilitate the delivery of nursing services.

6.4.5.2.4 Coordinate continued coverage for students when a District nurse is absent.

6.4.5.2.5 Work with nursing staff and Program Administrator to ensure equitable workload assignments.



- 6.4.6 The Preschool Assessment Center (PAC) is a separate service and a separate position, that requires .85 FTE School Nurse.
- 6.4.7 There shall be a position called Extended School Year (ESY) Nurse.
  - 6.4.7.1 This position shall have a two hundred and seven (207) day work year.
  - 6.4.7.2 Article 6.4.2.1.3 regarding nurses volunteering to work up to ten additional days at their per diem rate of pay applies to this position, except that the ESY Nurse will need to seek approval from the Chief of Special Education.
  - 6.4.7.3 All Nurse caseload shall apply to the ESY Nurse position.
  - 6.4.7.4. Caseload calculations will be based on the total of both the day eight (8) summer school enrollment and day eight (8) extended school year enrollment.
- 6.4.8 School Counselor Caseload/Site Assignment Limits
  - 6.4.8.1 Counselors assigned to elementary schools shall not be assigned to more than three (3) school sites.
  - 6.4.8.2 Counselors assigned to middle school site caseload shall not exceed seven hundred (700) students for each 1.0 FTE counselor.
  - 6.4.8.3 Counselors assigned to high school site caseload shall not exceed five hundred fifty (550) students for each 1.0 FTE counselor.
  - 6.4.8.4 Every effort shall be made to avoid changing site assignments during the work year. If a counselor's caseload is changed during the work year, upon request, they shall be presented with the rationale for the change in writing.
- 6.4.9 Initial Placement/Experience Credit for School Counselors
  - 6.4.9.1 The District shall offer credit for the initial placement of school counselors for experience in public or private school, clinical settings and in the criminal justice system up to a total of fourteen (14) years. If a counselor presents experience in a setting other than those listed above, the District shall use its discretion in determining whether such experience is relevant for initial salary placement, provided such experience is granted on an equitable basis for all affected school counselors. In no case may a school counselor be initially place higher than Step 15, Class IV, of the one hundred ninety-five (195) day School Counselor Salary Schedule, attached as Appendix A to this Agreement.
- 6.4.10 Lead School Counselors/Equity Counselors

- 6.4.10.1 Effective the 2017-18 school year, a Lead School Counselor position will be established.
  - 6.4.10.2 The Lead School Counselor(s) position will be released twenty percent (20%). The twenty percent (20%) may be divided among levels and between different unit members.
  - 6.4.10.3 The individual who is selected must have at least two (2) years of in-District experience as a counselor.
  - 6.4.10.4 The Lead School Counselor position will have a separate job description which will be posted every two (2) years for internal applicants only.
  - 6.4.10.5 Lead Counselors and Equity Counselors shall have return rights to a position as a counselor at their school of origination. If there is no open position, a position will be created by an involuntary transfer of the least senior counselor.
- 6.4.11 Standard Work Year for School Counselors
- 6.4.11.1 The Standard Work Year (SWY) for school counselors shall be one hundred ninety-five (195) workdays. The SWY shall include the five (5) workdays immediately prior to the first required teacher work day for returning teachers, and five (5) workdays to be performed immediately following the last student day of the school year.
  - 6.4.11.2 Through agreement between the counselor and their immediate supervisor, the SWY may be modified to accommodate the counselor's attendance on student walk-through day(s), or other agreed upon activities scheduled prior to the beginning of the teacher work year, or after the student instructional year concludes.
  - 6.4.11.3 Any additional modification(s) of the one hundred ninety-five (195) day SWY shall be reached through agreement between individual counselors and the Principal, Counseling Program Administrator or designee.
  - 6.4.11.4 If no agreement on modifications to the Standard one hundred ninety-five (195) day counselor work year can be reached between individual counselors and the Principal, Counseling Program Administrator, or designee, then the counselor will work the one hundred ninety-five (195) day SWY described in §6.4.11.1.
  - 6.4.11.5 Additional work year modifications(s) may be agreed upon by individual counselors and the Principal, Counseling Program Administrator or designee, to address emergency

situations, or when schedule flexibility is required due to periods of increased workload or other issues specific to that school site.

- 6.4.11.6 In no case shall a full-time counselor work less than the required one hundred ninety-five (195) day counselor work year, nor shall they be directed to modify the one hundred ninety-five (195) SWY for counselors if no agreement on such modification(s) can be reached between the individual counselor and the Principal, Counseling Program Administrator, or designee.
  - 6.4.11.7 Counselors may not receive credit for a required workday when attending a conference on a weekend, or other non-workday, if the District covers any cost for such conference attendance (e.g., transportation, lodging, meals, etc.).
  - 6.4.11.8 Professional development offered to counselors on the three (3) Districtwide non-student days during the teacher work year shall be consistent with the goal of continuous improvement of the school counseling program.
  - 6.4.11.9 Counselors shall attend all non-student days required of classroom teachers on one hundred eighty-five (185) day contracts prior to the first student day, unless a work year modification agreement has been reached with their site administrator.
  - 6.4.11.10 Counselors shall have complete discretion over the use of their time on the one (1) District-wide staff preparation day, prior to the first student day, per §7.1.6.
- 6.4.12 Workday Flexibility for School Counselors
- 6.4.12.1 Counselors may flex their workdays through agreement with their site administrator under the following circumstances:
    - 6.4.12.1.1 Two (2) or more of the ten (10) additional workdays required of school counselors beyond the one hundred eighty-five (185) day teacher work year, may be performed in full, or partial-day increments over the course of the year.
    - 6.4.12.1.2 When counselors agree to attend evening events beyond those required in §9.3.1 (i.e., Back-to-School and Open House), time spent at those events be accrued toward the required one hundred ninety-five (195)

counselor workdays.

6.4.12.1.3 Through agreement with their site administrator, counselors may attend up to two (2) evening events in lieu of Back-to-School or Open House, to fulfill the evening events requirement, per §9.3.1. The “substitute evening events” may be assigned without any additional compensation.

6.4.12.1.4 Counselors who elect not to bank time toward the required one hundred ninety-five (195) counselor workdays, may elect to be paid at the Certificated Hourly Rate, rounded to the nearest quarter hour, per §14.5.1, for their attendance at evening events beyond the two (2) mandatory evening events (i.e., back to school and open house) required in §9.3.1, to which they may be assigned without additional pay.

6.4.12.1.5 With administrative approval counselors may periodically utilize “flex time,” (i.e., arrive later than their normal scheduled arrival time, or leave prior to the end of site time), or when schedule flexibility is required due to periods of increased workload or other issues specific to that site.

6.4.12.1.6 Flex time shall only be approved when the counselor’s absence will have minimal impact on the delivery of counseling services to students; however, no counselor shall be unreasonably excluded from utilizing flex time.

#### 6.4.13 Lead Speech Language Pathologist/Extended School Year Positions

6.4.13.1 A twenty percent (20%) release Lead Speech Pathologist position will be implemented effective the start of the 2017-18 school year.

6.4.13.1.1 The Lead Speech Pathologist’s caseload shall be eighty percent (80%) of a full-time Speech Pathologist’s maximum caseload of fifty-five (55) students (i.e., 55 students X .80 = 44 students).

6.4.13.2 The individual who is selected for the Lead Speech Language Pathologist position must have at least three (3) years of in-District experience as a Speech Language

Pathologist (SLP) and will perform, in combination with their workload as a Speech Language Pathologist, duties which include, but are not limited to the following:

- 6.4.13.2.1 Supervise up to two (2) SLP interns in their Clinical Fellowship Year.
- 6.4.13.2.2 Serve as a liaison between District SLPs and Administration.
- 6.4.13.2.3 Coordinate annual professional development to ensure ASHA certification and California licensure is maintained.
- 6.4.13.2.4 Represent district SLPs at the annual review of MediCal funds.

#### 6.4.14 207-Day Extended School Year Speech Pathologists

- 6.4.14.1 Effective with the start of the 2016-17 school year, four (4) additional two hundred seven (207) day work year Speech Pathologist positions will be added positions for Speech Pathologists.
  - 6.4.14.1.1 These additional four (4) two hundred seven (207) day positions shall be offered to current Speech Pathologist in order of their District seniority.
  - 6.4.14.1.2 Should the District be unable to fill the two hundred seven (207) day extended year positions, additional Speech Pathologists may be hired on an hourly basis and compensated at the Summer School Hourly Rate, per §14.5.2.1.
- 6.4.14.2 All additional required workdays of Speech Pathologists on two hundred seven (207) day contracts shall be performed in the Extended School Year Program.
- 6.4.14.3 Extended School Year (ESY) caseloads shall not exceed fifty-five (55) students, since IEPs are not scheduled during summer.

### 6.5 Class Size/Caseload Overage Compensation

- 6.5.1 General education teachers in grade 6-12 who volunteer may accept up to five (5) additional students (excess students) beyond current maximum class sizes, by level, per Article 6 - §6.1.1 and shall receive pay for each additional student for each day these additional student(s) are enrolled in an affected teacher's class, whether or not the student(s)

are present.

- 6.5.2 General Education teachers in grades TK through 5, may volunteer for up to five (5) additional students and shall receive pay for each additional student up to five (5) for each day these additional student(s) are enrolled in an affected teacher's class, whether or not the student(s) are present.
- 6.5.3 Overage rates shall be based on percentages of the annual salary listed in Step One, Column One of the one hundred eighty-five (185) day Salary Schedule. For 2019-20, Step One, Column One annual salary is \$53,339.
- 6.5.4 Elementary teachers shall receive \$25.28 per excess student per day (0.0474% of Step One, Column One).
- 6.5.5 General Education teachers at secondary sites shall receive \$5.05 per student (\$25.28 / 5 instructional periods) per period for each excess student, regardless of the number of instructional periods at that school site.
- 6.5.6 Special Education teachers who volunteer to take excess student(s) shall receive overage compensation depending on their class size/caseload maximums as follows:
  - 6.5.6.1 Elementary Special Day Classes with a class size limit of 9 – \$75.79 (0.1421% of Step One, Column One) for a maximum of one (1) additional student.
  - 6.5.6.2 Elementary Special Day Classes with a class size limit of ten (10) – \$75.79 (0.1421% of Step One, Column One) for a maximum of one (1) additional student.
  - 6.5.6.3 Secondary Special Day Classes, or Full Inclusion Facilitators, with a class size/caseload limit of eleven (11) – \$75.79 (0.1421% of Step One, Column One) for a maximum of one (1) additional student.
  - 6.5.6.4 Preschool Special Day Classes with a class size limit of twelve (12) – \$75.79 (0.1421% of Step One, Column One) for a maximum of one (1) additional student.
  - 6.5.6.5 Elementary and Secondary Special Day Classes/Non-Severely Handicapped Classes with a class size limit of fifteen (15) – \$50.51 (0.0947% of Step One, Column One) for a maximum of one (1) additional student.
  - 6.5.6.6 Adaptive P.E. elementary with class size of eighteen (18) – \$50.51 (0.0947%) of Step One, Column One) for a maximum of one (1) additional student.
  - 6.5.6.7 Adaptive P.E. middle and high school with class size of twenty

(20) – \$50.51 (0.0947% of Step One, Column One) for a maximum of one (1) additional student.

6.5.6.8 Resource Specialists at elementary and secondary sites with caseloads of twenty-eight (28) - \$50.51 (0.0947% of Step One, Column One) for a maximum of two (2) additional students.

6.5.6.9 Speech Pathologists at elementary and secondary sites with caseloads of fifty-five (55) – \$25.28 for each time an additional student is seen beyond their contractual caseload (0.474% of Step One, Column One).

6.5.6.10 Additional work associated with excess Special Education students shall be compensated per the terms of Appendix “P” “Special Education Caseload Overage Special Compensation”.

Teachers who accept additional student(s) on their caseloads, within the limits established above, shall receive one hundred ninety-two dollars (\$192) per student per month, plus the agreed upon rates for additional duties, i.e., triennials IEPs seven hundred four dollars (\$704), annual/other IEPs five hundred twelve dollars (\$512) and special/30-day placement IEPs three hundred fifty-two dollars (\$352).

6.5.7 For members who volunteer to accept class size/caseload relief, such relief shall be paid retroactive to the first day after the balancing period or the first day an overage occurs after the end of the balancing period and shall be provided prospectively until the affected class size/caseload is brought into alignment with the contractual maximums, by program area.

## **6.6 Class Size Balancing Period**

6.6.1 All of the foregoing class size and caseload maximums set forth in this Article shall apply and be enforceable after the first eighteen (18) student days. This eighteen (18) day delay in the Association or individual member filing a grievance for class size overages shall be in effect at the beginning of each school year, and at the beginning of each semester at the secondary level. The parties agree that any Association or individual grievances(s) for overages which still exist on or after student day nineteen (19), shall be filed at Step II. The District shall have fifteen (15) workdays from the receipt of the grievance to respond.