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TENTATIVE AGREEMENT  
SCUSD-SCTA  
February 6, 2024

With District edits in highlight

**ARTICLE 17 - CLASS SIZE**

17.a The District's goal is that all class size maximums will be met by the end of the first week of school with students in order to enhance the educational process. Schools unable to meet maximums by this time are not subject to any grievances. School administrators must communicate the reason(s) to their supervisors for inability to meet maximums.

The parties may agree to discuss other issues.

**17.1 Elementary Class Size Limitations**

17.1.1 At the kindergarten level, the maximum class size shall not exceed twenty-four (24) students per teacher so long as LCFF Class Size Grade Span Adjustment (GSA) funds are in effect. If LCFF Class Size Grade Span Adjustment (GSA) funds are not continued, the class size maximum shall not exceed twenty-nine (29).

~~the maximum shall not exceed twenty-nine (29) students per teacher.~~ [ok]

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17.1.2 At grades 1- 3, the maximum class size shall not exceed twenty-four (24) students per teacher, so long as LCFF Class Size Grade Span Adjustment (GSA) funds are in effect. If LCFF Class Size Grade Span Adjustment (GSA) funds are not continued, the class size maximum shall not exceed twenty-eight (28).

17.1.3 At grades 4-6, the maximum class size shall not exceed ~~thirty-three (33)~~ 30 students per teacher.

17.1.4 Instrumental music teachers will not be included in determining the staffing ratio in the elementary school.

17.1.5 The maximums established in Section 17.1 of this Article may be exceeded by mutual agreement between the site administrator and the affected teacher.

17.1.6 The District shall have 15 school days at the beginning of each school year to adjust classes to meet the maximums established in 17.1.1 through 17.1.3. Thereafter, maximums in any class may be exceeded by no more than three (3) students and only for a cumulative total of five (5) school days during any school year as required to meet student needs, except in those classrooms where the mandates set forth by the state do not allow for larger class sizes. In those instances where a class size exceeds the maximum, certificated staff shall be paid ninety dollars (\$90) per day for every day the class exceeds the maximum. [ok]

17.1.7 When two or more classes of the same grade level(s) are housed at the same school site, the enrollment difference between the smallest and largest classes shall not exceed ~~three (3) five~~ except by mutual agreement of the site administrator and the teachers involved. [ok]

**17.2 Special Subject Teachers**

17.2.1 Special subject teachers shall provide release preparation time for no more than seventeen (17) qualifying teachers per week excluding him or herself. Qualifying

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teachers means grades 1 through 6 classroom teachers, including special day class teachers (which shall include aide support).

17.2.2 The maximum teacher load for special subject teachers shall not exceed 190 students per day. [OK]

**17.3 Secondary Class Staffing Formula**

**17.3.1 7th and 8th Grades**

One (1) teacher per thirty-one (31) students enrolled; which shall be computed on third-month projected enrollment. ~~add a~~ One (1) teacher shall be added for all fractional remainders over 0.50.

**17.3.2 9th, 10th, 11th, and 12th Grades**

One (1) teacher per thirty-two (32) students enrolled; which shall be computed on third-month projected enrollment, ~~add a~~ One (1) teacher shall be added for all fractional remainders over 0.50.

~~17.3.3 Secondary staffing shall be based upon third-month projections. [OK]~~

**17.4 Secondary Class Size Limitations (Overages)**

17.4.1 The District shall have 15 school days at the beginning of each school year to adjust classes to meet the maximums established in 17.3.1 through 17.4.8. Thereafter, maximums in any class may be exceeded by no more than three (3) students and only for a cumulative total of ten (10) school days during any school year as required to meet student needs, except in those classrooms where the mandates set forth by the state do not allow for larger class sizes. In those instances where a class size exceeds the maximum, certificated staff shall be paid ninety dollars (\$90) per day for every day the class exceeds the maximum.

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~~Adjustments to maximums must be made by the fourth week of the new school year. Adjustments during the school year are to be made after maximums have been exceeded for ten (10) consecutive days, after which the District has an additional 10-day period to take whatever action is necessary to alleviate the excess. [ok]  
Thereafter, in those instances where a class size still exceeds the maximum, certificated staff shall be paid ninety dollars (\$90) per day for every day the class exceeds the maximum. [ok]~~

17.4.2 When two (2) or more sections of classes having the same course content are scheduled to meet during the same period, the enrollment difference between the smallest and the largest classes will not exceed three (3) five (5), except by a mutual agreement of the site administrator and the teacher(s) with a class(es) having an enrollment difference in excess of three (3) five (5). [OK]

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17.4.3 ~~Effective beginning the 2025-26 school year, maximum class size in the areas of English, social studies, mathematics and science shall be thirty-two (32) five (5) students per period.~~ [ok]

17.4.4 Maximum class size for proficiency and developmental classes shall be twenty (20) students per period. Staff allocation for proficiency classes shall be computed separately from the ratios shown in Sections 17.2.1 and 17.2.2 of this Article.

17.4.5 Class size maximums and/or maximum pupil loads shall be proportionate for teachers assigned to subject areas with and without maximums and/or with differing maximums.

17.4.6 The maximum teacher load in the secondary schools shall be limited to 170 pupil contacts per day. Exceptions to this maximum are permissible with mutual agreement between the teacher and principal. ~~the maximum of 170 pupil contacts per day shall be reduced to 150 pupil contacts per day.~~ [ok]

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17.4.6.1 The District shall have 15 school days at the beginning of each school year to adjust student loads to ensure that the maximum student load for physical education and music teachers beginning with the third school month will be 220. Class sizes for physical education teachers in middle and high schools will be based on a proportional level of 44 as maximum per period. Physical education teachers with fewer than five (5) periods will have the maximum student load total (220) reduced by the proportional level. (Example:  $44 \times 5 = 220$ . If teacher has only four (4) classes the total student load would be  $44 \times 4 = 176$ ). The parties agree that the actual number of students in any particular class may fluctuate slightly but that no single class will have more than forty-eight (48) students with the single exception of pre-designated PE Athletic classes only during sixth period (and if absolutely necessary, fifth period) at High Schools which may have no more than fifty-five (55) students.

~~17.4.6.2 The maximum student load for teachers of performance-based music classes shall be 220. [OK]~~

17.4.7 The maximum District average class size ratio for secondary ELL classes shall be 20:1 for levels I and II and 27:1 for other levels. Reasonable effort will be made to balance classes within the school. The maximum site class size ratio for secondary ELD I, II, and III courses as well as ELD content-area courses shall be 20:1 and ELD III courses shall be 27:1. The District will share ELD class size information with SCTA.

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17.4.8 The student/counselor\* workload will be one (1) full-time counselor for each 375 students enrolled, based on projected third month enrollment. Additional counseling service shall be provided on the basis of one (1) counseling hour for each sixty (60) students in excess of the 375/1 ratio, based on projected third month enrollment. No more than fifty-nine (59) additional students shall be assigned to the total counseling staff at a school before additional counseling hours are provided, except by mutual agreement between the site administrator and the counselor(s). At school sites with more than 1 counselor, the assigned student to counselor ratio will not exceed a difference of 5 students between

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counselors, except by a mutual agreement between the site administrator and the counselor.

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The student/counselor\* workload in continuation high schools, independent study school (Capital City), Accelerated Academy and the opportunity school will be one (1) full-time counselor for each 150 students enrolled, based upon the third-month projected enrollment.

[OK]

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After the grace period, in those instances where a counselor workload still exceeds the maximum, certificated staff shall be paid ninety dollars (\$90) per day for every day the workload exceeds the maximum.

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17.5 In addition to the foregoing limitations, students shall not be regularly placed in a classroom in larger numbers than the capacity of the teaching facilities or basic work stations available where a student normally spends the majority of the class time performing the operational functions necessary to meet performance objectives and goals of the course.

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17.6 **Special Education Class/Caseload Size Maximums**

17.6.1 Based on each students' IEP, the District will provide a continuum of services for special education students receiving special education services that will meet the educational requirements of students with disabilities special needs students while providing those services in the Least Restrictive Environment in accordance with state and federal law. The class size maximums for special education shall be as specified by the California State Legislature and/or Department of Education state and federal law requirements, except for the following limitations agreed upon by the parties. Students with disabilities special needs will be provided with appropriate supports as informed by students' IEPs and as outlined below. [OK]

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b.a. The maximum case load for each SDC/Mild/Moderate (SDC) Mild/Moderate teacher at the elementary level shall be 15, ~~with the exception that the maximum case load for SDC/Moderate to Severe shall be 13.~~

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e.b. The maximum case load for each SDC/Mild/Moderate teacher at the secondary level shall be 16.

d.c. The maximum case load for each SDC/Moderate/Severe teacher at the elementary and secondary level shall be 13. [ok]

Elementary SDC teachers shall be limited to teaching a maximum of two (2) three grade levels. [OK]

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f.g. Adjustments to maximums set forth above at the elementary and secondary level must be made at the beginning of each school year within 15 school days.

Resource Specialist adult/student ratios shall be consistent with Education Code Section 56367 (currently a maximum of twenty-eight students for every resource specialist). [ok]

h.g. The maximum case load for teachers participating at John Morse Therapeutic Center in all grades shall be 10 to 1.

i.h. For teachers/providers with remaining initial status student assignments (noted on SRSI) that pending cases will be considered to be part of the teacher/provider's caseload for purposes of this article. If eligibility is determined, the student will be assigned removed from his/her caseload the day of the IEP case qualification. [ok]

The maximum class size for RSP and SDC teachers shall not exceed their assigned maximums. [ok]

k.j. Co-teaching among special education and general education teachers will occur with the agreement of the assigned teachers. No special education teacher will be assigned to co-teach with more than two general education teachers. No general education teacher will co-teach with more than one special education teacher. The method of co-teaching shall be determined by the co-teachers.

l.k. The maximum case load for teachers participating in Co-Teaching (equal partnership of special education and general education teachers) Inclusive Practices (combination of RSP and SDC students) at the elementary and secondary level shall be 25. Each co-taught class will have a maximum student enrollment be loaded with a maximum of 1/3 students with IEPs; remaining 2/3 students without IEPs. [ok, except for restoring to 25]

m.l. General education classes will have a maximum student enrollment be loaded with a maximum of 1/3 students with IEPs; remaining 2/3 students without IEPs (maximums excludes students with speech and language only IEPs). However, this provision shall not prevent any student from being placed in the least restrictive environment, and if that requires exceeded the above-referenced maximums, it will be treated like a class size overage for compensation purposes.

n.m. The timeline for adjustments to maximums in special education classes shall be the same as for general education classes.

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e.n. Case loads above the maximum during these "grace" periods set forth above are not violations of this Agreement and no penalty shall be imposed on the District for exceeding the maximums during these periods.

p.o. In the event that the District assigns a case load above the applicable maximum outside of the "grace" periods set forth above, the District shall compensate the teacher involved at the rate of ~~\$20 per student per day above the maximum, up to a maximum of \$100~~ ninety dollars (\$90) per day. The District shall not exceed the maximum outside of the unfunded "grace" periods for more than thirty (30) school days. Under no circumstances shall there be more than five (5) students over the maximum. [ok]

q.p. Specialized Health Care: Specialized health care (e.g., catheterizations, gavage feeding suctioning) should be provided by qualified designated personnel as defined in the Education Code and recommended by the credentialed school nurse. Certificated instructional staff shall not be required to perform these services.

When licensed medical personnel are not available, special education students unable to self-administer their medication shall have their medication, except for certain medications such as insulin, administered by qualified designated personnel, as defined by Ed Code, trained and supervised by a credentialed school nurse.

All special education teachers shall be given two (2) release days for planning, preparing and developing IEPs in 2023-24 and three (3) release days for planning, preparing and developing IEPs in 2024-25. [ok]

17.6.2.1 Aide Support

For SDC Mild/Moderate classes, the District shall have six (6) hour aide. [ok]

a.

For SDC classes, the District shall have two six (6) hour aides. [ok]

b.

At least 80% of the RSP teachers within the District shall be provided with an instructional aide. [EC 56362] School site RSP teachers will be assigned an instructional aide for the duration of their instructional assignment. [ok]

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d. Classroom teachers who have an aide assigned to assist with students of special needs students shall direct those aides, consistent with a student's IEP.

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17.6.2.2

Teachers in a Co-Teaching or Inclusive Practices assignment shall participate in 14 hours of district-sponsored professional learning and will be provided release time or compensated at their contracted hourly rate.

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17.6.2.3

Teachers shall participate in IEP meetings in accordance with requirements set forth in IDEA [CFR 300.321 Individualized Education Plan (IEP Team)]. Site administrators will provide release time during the school contract day or compensate teachers at their contracted hourly rate for IEPs held before or after the contract day.

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17.7 **ESOL and Basic Education Class Size Limitations**

17.7.1 Whenever the attendance in any given ESOL or basic education class reaches thirty-five (35) students for five (5) consecutive days after the fourth week in any given quarter or semester, the site administrator will reduce the size of such class to twenty-five (25) by one of the following methods whenever possible:

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- a. Move the excess students to another class.
- b. Hire additional personnel.

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17.8 **School Nurses\***

17.8.1 The District shall maintain the present level of health services at a minimum of thirty-five (35) positions. **In addition, the District shall provide thirteen school nurses to provide direct care conditional upon the following: [ok]**

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**Maintenance of the present level of general funding.**

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**Constancy of categorical funding available for health services.**

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17.8.3 Additional nursing time may be purchased by special projects and other categorical programs.

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17.9 **Language, Speech and Hearing Language Specialists**. The term Language, Speech and Hearing Specialist (LSHS) is interchangeable with Speech Language Pathologist (SLP). **[LSHS] is the term used in California Ed Code, for the CA Licensing Board and the California Speech Hearing Association. [ok]**

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- 17.9.1 Language, Speech and Hearing Specialists (LSHS) caseload: Elementary or Secondary: caseload is 55 students (inclusive of a maximum of five [5] speech improvement students).
- 17.9.1.1 Language, Speech and Hearing Specialists (LSHS) caseload: Preschool only (3-5 years): caseload is 40 students (inclusive of a maximum of five [5] speech improvement students).
- 17.9.1.2 School-age and preschool: the caseload shall be reduced proportionally (pre-school students are weighted at 1.375) to reflect the number of preschoolers assigned to Language, Speech and Hearing Specialists. [provides further clarification of 17.9.1 and 17.9.1.1] [ok]
- 17.9.2 Sections 17.1.6 and 17.1.7 of this Article are understood to apply to the implementation of the above student/ speech and language specialist ratio. The District shall have 15 days at the beginning of each school year to adjust classes to meet the maximums established in 17.9.1 through 17.9.2.

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[ok]

The District will make every effort to avoid exceeding the maximums.

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**17.10 Vocational Specialists**

17.10.1 The case load for vocational specialists will be 125 students to one (1) specialist calculated on the ten-month average enrollment. ~~For purposes of these calculations, each ROP student will count as one-half (1/2).~~ [ok]

**17.11 Child Development Centers Non-management Certificated Personnel**

17.11.1 Children's Development Centers adult/student ratios shall be based upon ratios established by federal and state requirements.

~~17.11.2 The District shall maintain a staffing level of at least four (4) social workers for the Child Development program.~~

~~[Additional proposal to follow regarding school age.]~~

**17.12 Librarians**

17.12.1 For the secondary school sites, no fewer than one (1.0) FTE librarian position shall be assigned to each ~~[redacted]~~ For K-8 schools, no

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[redacted] fewer than .5 FTE librarian position shall be assigned to each K-8 school site, except that Rosa Parks K-8 will receive a 1.0 FTE librarian. [redacted] (position of K-8 schools) of the following high school sites: (1) John F. Kennedy; (2) C.K. McClatchy; (3) Rosemead; (4) Luther Burbank; and (5) Hiram Johnson, with the remaining librarian positions distributed as mutually determined by the Parties.

For the 2013-14 school year, the District shall employ no fewer than eleven and three-fifths (11.6) FTE librarians, one of whom shall be a District-wide Librarian, at the District's secondary school sites. [OK]

**17.14 Program Specialist**

17.14.1 There shall be one Program Specialist for each 600 special education students or fraction thereof. Each Program Specialist will have a caseload of no more than 600 students. [ok]

17.15 Psychologists

[redacted] seven-hundred fifty (750) [redacted] [ok]

17.17 Intervention Specialist

Each elementary school shall be staffed with a minimum of one (1) Intervention Specialist. [position description to be negotiated.]

**17.18 Community Schools Training Specialist.** Each SCUSD Community School shall have a Community Schools Training Specialist, who shall be a member of that school's Community Schools Implementation Team, consistent with the Community Schools MOU.

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