Excerpted from ARTICLE VI

CLASS SIZE

A. For Transitional Kindergarten-Grade 6 (TK-6):

1. For grades TK-6 class size maximums as listed below:

TK/K	-	24
1	-	24
2	-	24
3	-	24
4	-	34
5	-	34
6	-	34

Combination class size maximum shall be the lower of two (2) grade levels.

Class Size Reductions

The parties acknowledge that as a condition of receiving the additional funding grant for K-3 Class size reduction under the Local Control Funding Formula (LCFF) the District is required to maintain~~ing~~ an average class enrollment of not more than twenty-four (24) pupils for each school site in kindergarten and grades 1 to 3, as such progress is defined in Education Code section 42238.02.

- The Association and the District agree to implement full day class size reduction in kindergarten and third (3rd) grade.
- The District retains the discretion to exceed K-3 class size maximums of 24 if any of the following circumstances seeks to enroll at a site on or after the first student instructional day of the school year:
    - Student receiving special education services provided at the site.
    - Student residing in the attendance area, when no other placement options are available.
    - Homeless (unhoused) youth/foster move-in.
    - Student transferring under a legally required school safety transfer policy/regulation.
    - Change in custody order.
    - Sibling enrollment, when required by law, Board Policy or an approved transfer decision.

The District and the Association agree the District's exercise of this discretion constitutes a "collectively bargained alternative class size enrollment for each school site" in grades TK through 3, inclusive pursuant to Education Code section 42238.02.

The District shall provide written notice to the Association and the affected teacher

identifying the above-referenced category(ies) for the student's enrollment.

- Selection of teachers to take the added students shall be on a volunteer basis. Not withstanding any other term, if no teacher volunteers, the principal will assign. Unless requested by the teacher, the overload class shall not be assigned to the same teacher for the following year. When a unit member's class enrollment exceeds the K-3 class size maximum, the affected unit member shall receive overage compensation at the rate specified in Section 5 below for each student above the maximum. Such compensation shall continue for as long as the class enrollment remains above the maximum.

2. The Association agrees that during the life of this agreement it will neither discourage nor encourage class size waivers by individual teachers.

3. The District agrees to make a good faith effort to balance the number of students by the end of the third week. In the event of a change in assignment, i.e. due to collapsing classes, creation of combination classes, etc., during first (1st) month staffing and enrollment, the affected teacher(s) shall be given no less than three (3) work days' notice unless mutually agreed upon otherwise, before the new assignment is effective. Should granting this notice result in delaying balancing to the fourth (4th) week, this shall not constitute a violation of the three (3)-week balancing term.

4. In grades K-6, no more than two (2) grade levels will compose a single class unless the teacher agrees.

5. K-6 Class Size Overages

After the first fifteen (15) student instructional days in any school year and if an individual K-6 self contained class voluntarily exceeds the class size maximums in Article VI Class Size, the teacher will receive $15.00 per day per student to compensate the teacher for the overage. Participation in taking students above the negotiated class size maximum and receiving compensation is voluntary for classroom teachers. The overage is to be paid monthly via pay claim. If a teacher requests additional students, even though other classes are at a lower number, no additional compensation will be granted.

A Computer Literacy Teacher "CLT" will be compensated at $3.00 per student over the class size limit for each hour of instruction. A CLT will not be compensated for an overage on days that the CLT does not instruct the class with the overage (i.e., Mondays, or holidays). The CLT will be required to submit a monthly pay claim which will be based on enrollment, not attendance, at the time of instruction.