

COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA
TERM OF CONTRACT: JULY 1, 2021 – JUNE 30, 2024

Article 11: CLASS SIZE

11.1 The District and Association recognize that classes at all levels are comprised of diverse student populations. The District will consider these diverse student populations, support staff, as well as teacher credentials, authorizations, and equitability in workload when creating master schedules and student rosters.

11.2 The maximum number of students per class, including mainstreamed special education students are:

TK, K, 1, 2, and 3 will adhere to Grade Span Adjustment (GSA) requirements contingent upon continued state funding.

4-5*	32
6	34
7-8	36
Middle School PE	60

*Non enrolled students, including mainstreamed students shall be counted in accordance with Appendix P.

11.2.1 Excluded from these class maximums listed above in 11.2 are activity classes such as drama, band, chorus, Elementary physical education and VAPA.

11.2.2 The maximum daily student classroom contact for high school teachers shall not exceed 185 students except as provided in this Agreement.

11.2.2.1 Only students on a teacher's roster shall be included in the daily student classroom contacts. Teacher Assistants (TA's) shall not be included in the teacher's total daily student classroom contacts.

11.2.2.2 Assignments to be excluded are Career Tech, EL, Interventions, PE, ROTC and VAPA, Leadership, Team Sports.

11.2.2.3 Teachers shall have a maximum student contact prorated to their current Full-Time Equivalency as follows:

Full Time Equivalent	Maximum Daily Student Classroom Contacts
20%	37
40%	74
60%	111
80%	148
100%	185
120%	222

COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA
TERM OF CONTRACT: JULY 1, 2021 – JUNE 30, 2024

- 11.2.2.4** The maximum daily student classroom contact may exceed 185 students during the first 20 days of each semester.
- 11.2.2.5** In the event that any individual teachers total daily student classroom contacts exceeds 185 students or the appropriate prorated equivalency after the 20th day of each semester, site administration shall implement a resolution.
- 11.2.2.6** Potential resolution may include, but is not limited to:
1. Mutual agreement between administrator and teacher to exceed daily student classroom contacts.
 2. Reassignment or rescheduling of students and/or staff.
 3. Hiring of additional staff.
 4. Teachers will receive \$3.00 per day for each student exceeding the maximum daily student classroom contacts.
- 11.3** After the 20 day grace period at the start of each semester within five (5) days of exceeding the class size maximums in Section 11.2 and the maximum daily classroom contacts contained in Section 11.2.2, the site administrator will initiate action to reduce the numbers at or below the maximum.
- 11.4** General education class enrollment in grades 6 – 8 exceeding the class size limits set forth in Article 11 of the Collective Bargaining Agreement (“CBA”) will be compensated as follows:
- 11.4.1** **6th Grade** \$3.00 per section per day, per student for each day the section enrollment exceeds the limits set forth in Article 11. In no event shall the section enrollment exceed 36 students.
- 7th and 8th Grade** \$3.00 per section per day, per student for each day the section enrollment exceeds the limits set forth Article 11. In no event shall the section enrollment exceed 38 students.
- 6th – 8th Grade Physical Education** \$3.00 per section per day, per student for each day the section enrollment exceeds the limits set forth Article 11. In no event shall the section enrollment exceed 62 students.
- 11.4.2** When the placement of a student will cause a unit member's enrollment to exceed the class size maximums noted in Article 11.2 of the Collective Bargaining Agreement, when possible, site administrators will seek an available teacher volunteer, based on scheduling needs, before placing each student who exceeds the class size maximums in 11.2 of the CBA. An attempt will be made to place students in an equitable manner.
- 11.4.3** In grades 6, 7, and 8, the per-pupil compensation noted in this agreement shall not be applicable to activity classes listed in Article 11.2.1 and Advisement classes.
- 11.4.4** It is expressly understood that the placement of the additional students noted in this agreement may cause class sizes at the same site, grade level, and department to be unbalanced. Additional students will remain enrolled in current classes regardless of student drops.

COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA
TERM OF CONTRACT: JULY 1, 2021 – JUNE 30, 2024

- 11.4.5** Enrollment in grades 6, 7, and 8 may exceed the maximums noted in Article 11.2 during the first 20 days of each semester. The compensation noted in this agreement shall not apply until the grace periods referenced in Article 11 have expired, except in instances when a section's enrollment at the end of the first semester exceeded Article 11 class size limits and the same students are enrolled in a new section at the start of the second semester. In this case, the per day, per student compensation would be applicable on the first day of second semester.
- 11.4.6** It is the intent of the District to provide compensation in accordance with this section to eligible unit members in their monthly paychecks. Monthly payment will be contingent upon the completion and submission of all required paperwork by the school site to Fiscal Services by the 15th of each month. Prior to the submission of this data, teachers will be required to verify monthly enrollment. Failure to meet the monthly 15th deadline will result in eligible compensation being paid the following month. Payroll will not issue separate checks for this compensation, for any reason.
- 11.5** The District shall make a reasonable effort to balance elementary class sizes at the same site and grade level.
- 11.6** The District shall assist site administration to evaluate and problem solve high school counselor caseload issues.
- 11.7** The District shall assist site administration to evaluate and problem solve special education caseload issues.
- 11.8** Each school site shall post the class size by individual classes each Friday starting with the third Friday of the site's new attendance year. The posting will be in an area where all teachers may view. A copy will be provided to the Association each week.