

ARTICLE 12 - CLASS SIZE

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Section A The Parties agree that the following are important factors in establishing class size:

1. Range of pupil age and achievement levels;
2. Pupil enrollment in achievement levels and courses;
3. Exceptionality of pupils enrolled in regular program classes;
4. Number of available usable pupil stations;
5. Appropriateness of the facility to the curriculum and methods of instruction to be used;
6. Availability of equipment for adequate teaching demonstration and pupil use;
7. Conditions which affect the health, safety and supervision 1 of pupils;
8. Other professional and paraprofessional staff and technology;
9. Financial resources of the district; and
10. Law and regulations.

Section B Pupil class size after the 20th pupil day from the beginning of the school year will not exceed the standards set forth by the state in laws and regulations with maximum limits established as follows unless the teacher agrees:

1. Elementary Schools
 - Primary - 24
 - Grade 4 - 28
 - Grade 5 - 29
 - Exceptions - physical education, choral and instrumental music
2. Middle Schools
 - Technical - 27
 - Individual
 - Grade 6 - 29 (150 daily load)
 - Grades 7/8 - 31 (150 daily load)
 - Physical Education - 50
 - Typing - 40
 - Exceptions - choral and instrumental music
3. High Schools
 - Technical - 27
 - Technical/Gainful - 20
 - Individual - 31 (150 daily load)
 - Physical Education - 50
 - Typing - 40
 - Exceptions - choral and instrumental music
4. Exceptional Child Education

The JCPS District operates Exceptional Child Education classes according to membership for each disability and class plan as outlined in the below chart.

“Caseload for special classes” means the number of children with disabilities assigned to a teacher of exceptional children for the purpose of providing individualized specially designed instruction and related service in a special class setting.

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“Case load for resource teachers” refers to the maximum number of student records for which a teacher can be assigned.

“Class size for resource classes” means the number of children with disabilities assigned to a teacher of exceptional children per period, block, or specified length of time set by the individual school.

DISABILITY AND CLASS PLAN	CASELOAD	TOTAL AGE RANGE	MAXIMUM NO. PER PERIOD	AGE RANGE PER PERIOD
<u>Visual Disability</u>				
Special Class	10	6 Years	NA	NA
Resource Room	10	6 Years	8	4 Years
<u>Hearing Impaired</u>				
Special Class	6	4 Years	NA	NA
Resource Room	8	6 Years	8	4 Years
<u>Physical Disability and Other Health Impaired</u>				
Special Class	16	6 Years	NA	NA
Resource Class	20	6 Years	10	6 Years
Speech-Language	65	NA	NA	NA
<u>Emotional-Behavioral Disability</u>				
Special Class	8	4 Years	NA	NA
Resource Class	15	6 Years	8	4 Years
<u>Mental Disability -Mild Level</u>				
Special Class				
Primary to 6	5	4 Years	NA	NA
Secondary (7-12)	15	4 Years	NA	NA
Resource Class				
Primary to 5	15	6 Years	8	4 Years
6	15	6 Years	10	4 Years
Secondary (7-12)	20	6 Years	10	4 Years
<u>Functional Mental Disability</u>				
Special Class	10	6 Years	NA	NA
Resource Class	10	6 Years	8	6 Years
<u>Specific Learning Disability</u>				
Special Class				
Primary to 6	10	4 Years	NA	NA
Secondary (7-12)	15	4 Years	NA	NA
Resource Class				
Primary to 5	15	6 Years	8	4 Years
6	15	6 Years	10	4 Years
Secondary (7-12)	20	6 Years	10	4 Years
<u>Multiple Disability</u>				
Special Class	10	6 Years	NA	NA
Resource Class	10	6 Years	8	6 Years
<u>Home/Hospital Itinerant</u>				
	12			
<u>Hospital Instruction</u>				
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2 5. “Collaboration” means, for purposes of determining class size, a teacher of exceptional children
3 who works with children with disabilities in the regular classroom to provide specially designed
4 instruction and related services. If a teacher of exceptional children provides services through
5 the collaborative model, the maximum caseload shall not exceed twenty (20) children with

6 disabilities for secondary, and fifteen (15) children with disabilities for primary. When using the
7 Collaborative Teaching Model, the special education teacher does not count as additional
8 teacher in the general education classroom for the purpose of increasing the number of students
9 in given class.

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11 6. The teacher pupil ratio for on-site state agency school programs serving state agency children
12 shall average no more than ten (10) students to one (1) teacher without a classroom aide and
13 fifteen (15) students to one (1) teacher with a classroom aide. A classroom that exclusively
14 serves students with the educational disabilities shall comply with teacher pupil ratios for ECE
15 classrooms.

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17 7. Children with disabilities that meet the definition of autism; deaf-blindness; developmental delay
18 for ages six (6), seven (7) and eight (8); and traumatic brain injury shall be served in regular
19 classes, special classes, or resource classes as determined by the ARC.

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21 8. If caseload for special classes or class size for resource classes exceeds the maximum specified
22 in this section for thirty (30) days, a LEA shall submit a waiver request to the Kentucky
23 Department of Education.

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25 **Section C** The maximum limits for split grade classes shall be those established for the lowest grade in
26 the class.

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28 **Section D** The Parties agree that further reductions in pupil class size are desirable and every
29 reasonable effort will be made to make such reductions.

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31 **Section E** Every reasonable effort will be made to keep the number and range of elementary pupil
32 instructional achievement levels to a minimum.

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34 **Section F** Optimum consideration shall be given to the number of exceptional child education pupils
35 mainstreamed into regular classes in determining class size and balancing workload.

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37 **Section G** The Parties agree that Section B will be automatically reopened for negotiations within twelve
38 (12) days following action to change by law or regulations any class size maximum limits as of the
39 effective date of this Agreement when such changes are different from the limitations specified therein
40 and that such negotiations will be limited to the affected changes within that section.

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42 **Section H** If it becomes necessary to exceed maximum class size, the involved teacher will have the
43 following alternatives:

44 1. Compensation – Teachers will receive 1/12 (one-twelfth) of 10% of the daily rate for Step 0, Rank
45 III per day above their regular daily compensation for each thirty (30) minutes or major fraction
46 thereof (16 minutes) for each student that exceeds their maximum class size after the 20th 46 pupil
47 day from the start of the school year,

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3 2. Instructional Assistance – Teachers will receive a full time instructional assistant for the period of
time following the 20th pupil day that their class size exceeds the maximum. If the class exceeds
the maximum by three (3) students or more, the teacher will receive two full time instructional
assistants for the period of time following the 20th pupil day that their class size exceeds the
7 maximum.