

**Memorandum of Understanding  
Between the  
Montebello Unified School District  
and the  
Montebello Teachers Association  
Article VIII. Class Size**

**April 24, 2024**

The District and the Association enter this Memorandum of Understanding ("MOU") amending Article VIII. Class Size for the 2024-2025 school year.

The District and the Association recognize that reasonable student teacher ratios are vital to meaningful learning.

**A. Intent**

The Board and the Association believe that the goal of the District is to program a reasonable number of students into each class. Oversize classes are a detriment to learning and should be avoided whenever possible. In pursuit of this goal, site administrators shall take into consideration the number of functioning work stations available within a classroom prior to the assignment of students into that classroom.

**B. Combination Classes**

Beginning fifteen (15) working days from the first student day, the District shall make every effort to prevent combination classes. Where combination multi-grade classes are unavoidable, a two hundred fifty-dollar (\$250) stipend per instructional month (defined as one instructional day in the MUSD Professional Learning calendar), will be paid to the following Bargaining Unit members teaching a general education or special education combination class in TK through grade 5 with more than one grade level of students.

**C. Student-Teacher Staffing Formulas**

Subject to the California Education Code, the Board shall determine the student-teacher staffing formulas.

**D. Class Size**

**1. Grades TK**

The administration shall create classes with a ratio of twelve to one (12:1) student to adult ratio.

**2. Grades K -3**

The administration shall create classes with twenty-two (22) students or less.

**3. Grades 4-5**

The administration shall create classes with twenty-nine (29) students or less.

**4. Grades 6-8**

The administration shall create classes with an average of thirty (30) students or less in English Language Arts, English Language Development, Mathematics, Science, History/Social Science, Foreign Language, Ethnic Studies, and Health. Students in non-core, performing arts and physical education are subject to the following limitations:

- a. all non-core classes shall have a maximum of thirty- five (35) students;
- b. all performing arts classes shall have a reasonable number of students; and,
- c. all physical education classes shall have an average of thirty-five (35) students or less for each Bargaining Unit member, with not more than one class in excess of thirty-five (35) students.

**5. Grades 9-12**

The administration shall create classes with thirty-two (32) students or less in English Language Arts, English Language Development, Mathematics, Science, History/Social Science, Foreign Language, Ethnic Studies, and Health.

- a. all non-core classes shall have a maximum of thirty-seven (37) students;
- b. all performing arts classes shall have a reasonable number of students; and
- c. all physical education classes shall have an average of forty-one (41) students or less for each Bargaining Unit member.

**E. Special Education Class Size/Caseload**

The following class size numbers shall only be used by Special Education teachers to determine if they shall receive a class size overage stipend.

The District has the sole authority to determine class size for each special education setting.

**1. Special Education Grades Pre-School - Grade 5**

<b>Classification</b>	<b>Class Size (per period)</b>
Preschool.....	10 per session
Mild/Moderate.....	13
Moderate/Severe (SH).....	9
Emotionally Disturbed.....	9
Autism.....	9
RSP.....	26

2. Special Education Grades 6-8

<b>Classification</b>	<b>Class Size (per period)</b>
Mild/Moderate .....	16
Moderate/Severe (SH).....	13
Emotionally Disturbed.....	12
Autism.....	12
Low Functioning.....	15
RSP .....	24

3. Special Education Grades 9-Adult Transition

<b>Classification</b>	<b>Class Size (per period)</b>
Mild/Moderate.....	18
Moderate/Severe (SH).....	14
Emotionally Disturbed.....	14
Autism.....	12
Low Functioning.....	14
Adult Transitioning.....	15
RSP.....	23

The following caseloads for Designated Instruction and Service (DIS) Providers determine if they shall receive an overage stipend.

4. Designated Instruction and Service (DIS) Providers

<b>Classification</b>	<b>Caseload</b>
Visual Impairment .....	17
Orientation and Mobility Specialist .....	17
Speech and Language Specialist.....	53
Adapted Physical Education.....	63
Counselors.....	550
(Bell Gardens High School, Montebello High School, and Schurr High School will have an assigned college counselor exclusive of caseload cited herein.)	
Nurses (District Wide Average) .....	1200:1
Psychologists .....	62 assessments

F. General and Special Education Overage Stipends

Grades TK-5 (Special Education: Pre-School-5)

If any Bargaining Unit member maintains a class or classes with an average of over one (1.0) to three (3.0) above the average of that grade level for more than fifty percent (50%) of any semester, the Bargaining Unit member shall be paid six hundred dollars (\$600).

If a class or classes exceed three (3.0) above the average for more than fifty percent (50%) of any semester, the Bargaining Unit member shall be paid an additional four hundred fifty (\$450) for a total not to exceed one thousand fifty dollars (\$1,050).

### **Grades 6-8**

If any Bargaining Unit member maintains a class with an average of over one (1.0) to three (3.0) above the average of that grade level for more than fifty percent (50%) of any semester, the Bargaining Unit member shall be paid six hundred dollars (\$600). Irrespective of the average, no more than one (1) class should be more than the number listed in Section D.4.

If a class or classes exceed three (3.0) above the average for more than fifty percent (50%) of any semester, the Bargaining Unit member shall be paid an additional four hundred fifty dollars (\$450) for a total not to exceed one thousand fifty dollars (\$1,050). Irrespective of the average, no more than one (1) class should be more than the number listed in Section D.4.

If any Bargaining Unit member maintains a class or classes for a minimum of one-third (1/3) of the day for more than fifty percent (50%) of any semester, the Bargaining Unit member shall be paid six hundred dollars (\$600).

### **Grades 9-12**

If any Bargaining Unit member maintains classes with an average of over one (1.0) to three (3.0) above the number listed in Section D.5 for more than fifty percent (50%) of any semester, the Bargaining Unit member shall be paid six hundred dollars (\$600). Irrespective of the average, no more than one (1) class should be more than the number listed in Section D.5.

If a class exceeds three (3.0) above the average for more than fifty percent (50%) of any semester, the Bargaining Unit member shall be paid an additional four hundred fifty dollars (\$450) for a total not to exceed one thousand fifty dollars (\$1,050). Irrespective of the average, no more than one (1) class should be more than the number listed in Section D.5.

If any Bargaining Unit member maintains more than (1) class over the formula for more than fifty percent (50%) of any semester, the Bargaining Unit member shall be paid six hundred dollars (\$600).

### **Designated Instruction and Service (DIS) Providers Caseload Overage Stipends**

If any Bargaining Unit member maintains a caseload with an average of over one (1.0) to three (3.0) above the average of that designated service for more than fifty percent (50%) of any semester, the Bargaining Unit member shall be paid six hundred dollars (\$600).

If a caseload exceeds (3.0) above the average for more than fifty percent (50%) of any semester, the Bargaining Unit member shall be paid an additional four hundred fifty dollars (\$450) for a total not to exceed one thousand fifty dollars (\$1,050).

### **Nurses and Counselors will be paid overage stipends in accordance with the following:**

If any Bargaining Unit member maintains a caseload with an average of over one (1) to thirty-five (35) above the average of that designated service for more than fifty percent (50%) of any semester, the Bargaining Unit member shall be paid six hundred dollars (\$600).

If a caseload exceeds thirty-five (35) above the average for more than fifty percent (50%) of any semester, the Bargaining Unit member shall be paid an additional four hundred fifty dollars (\$450) for a total not to exceed one thousand fifty dollars (\$1,050).

- G. The stipend shall be paid no later than 30 calendar days after the end of the semester. The District and association shall be responsible for notifying the Bargaining Unit member of stipend eligibility prior to the end of the semester. In no case shall a Bargaining Unit member receive more than one thousand fifty dollars (\$1,050) in any one (1) semester.

All other provisions of Article VIII. Class Size, not included in this Memorandum of Understanding, will remain the same as in the Collective Bargaining Agreement (CBA).

This Memorandum of Understanding shall expire in full without precedent setting on June 6, 2025.

Leyane Haopie  
Montebello Unified School District

04-24-2024  
Date

Paul Chen  
Montebello Teachers Association

4/24/24  
Date