

Attachment A

Memorandum of Understanding

BETWEEN

ELK GROVE UNIFIED SCHOOL DISTRICT

AND

ELK GROVE EDUCATION ASSOCIATION

REGARDING

TK/K-3 AND GRADES 4-6 CLASS SIZE AND OVERLOADS

Two Year Alternate Agreement Pursuant to Education Code Section 42238.02(d)(3)(D)

February 25, 2015

The Elk Grove Unified School District ("District") and the Elk Grove Education Association ("EGEA") collectively referred to as the "Parties" agree to the following Memorandum of Understanding ("MOU" or "Agreement"):

RECITALS

During the 2013-2014 and 2014-2015 school years, the Parties collectively bargained a two-one year agreements, class size alternate agreements pursuant to California Education Code section 42238.02(d)(3)(D), dated August 30, 2013 and April 1, 2014 for grades Transitional Kindergarten (TK) and Kindergarten (K) through third grade to have class sizes of 24:1 and grades four through six to have class sizes of 28:1.

The Parties collectively agree to continue class sizes of 24:1 for grades TK, K, and first through third, and 28:1 for grades four through six for the 2015-2016 and 2016-2017 school years.

Maintaining lower class sizes continues to be a priority of EGEA and the District. To the extent possible, new classes will be created whenever the number of students and the following factors including available space, school calendar, transportation, regional proximity, school size, minimizing the impact on students and families due to overload issues, and track availability allow this to be possible.

AGREEMENT

Based on the Recitals included in this MOU, EGEA and the District agree to the following alternate agreement pursuant to California Education Code section 42238.02(d)(3)(D):

1. This MOU is a collectively bargained class size alternative agreement for the 2015-2016 and 2016-2017 school years. Unless the Parties agree otherwise, the terms of this MOU expire on June 30, 2017. Effective July 1, 2017, the terms of Article 14 of the Parties' collective bargained agreement, that provides, "The hiring ratio of grades K-6 shall be at most 28:1" and " All elementary schools will have a 4-6 CSR of 26:1 plus one Computer Resource Teacher per school site, to be implemented by July 1, 2006" shall apply.

2. Class Size Overload Procedures and Compensation

In grades TK/K-3, if a class size exceeds 24:1 and in grades 4-6, if a class size exceeds 28:1, the following shall apply:

- a. During the first ten instructional days of the school year, TK/K-3 classes may exceed a class size of 24:1 and in grades 4-6 may exceed a class size of 28:1 without overload compensation.
- b. Upon enrollment of an overload student, office staff will immediately order all texts and student materials issued to other students in that grade level.
- c. Overload Compensation-Up to Two Students: Beginning on July 1, 2015, and on the eleventh instructional day of the 2015-2016 school year and on the eleventh instructional day of the 2016-2017 school year, if a TK/K-3 class exceeds 24:1, or a 4-6 class exceeds 28:1, the overloaded classroom teacher shall receive \$22.50 per overload student, per day, for each student over 24:1, up to 26:1 assigned to a TK/K-3 classroom teacher, and \$22.50 per overload student, per day for each student over 28:1 up to 30:1 assigned to a 4-6 grade classroom teacher.
- d. Overload Compensation –Three Students or More: Beginning on July 1, 2015, and on the eleventh instructional day of the 2015-2016 school year and the eleventh instructional day of 2016-2017 school year, if a TK/K-3 class exceeds 26:1, or a 4-6 grade class exceeds 30:1, the classroom teacher shall receive \$25 per overload student, per day. If a third overload student must be placed, the District will consult with the teacher and EGEA once the placement occurs.

e. Overload assignments shall be distributed equitably, to the extent possible, by grade level by site administrators at each site.

3. Except as otherwise provided in his MOU, all other terms and conditions of the Parties' collective bargaining agreement related to class size shall remain in full force and effect.

For EGEA

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Dated: 2-25-15

For EGUSD

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