

Memorandum of Understanding
Between
Elk Grove Unified School District
And Elk Grove Education Association

Overload and Class Size Alternate Agreement
February 23, 2017

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

A. WHEREAS, the Parties collectively bargained Overload and Class Size Alternative Agreements ("Class Size and Overload Agreements"), dated February 25, 2015 and October 20, 2015, for the 2015-2016 and 2016-2017 school years, pursuant to Education Code section 42238.02, subdivision (d)(3)(D);

B. WHEREAS, the Parties wish to continue the terms of the aforementioned Class Size and Overload Agreements, dated February 25, 2015 and October 20, 2015, by entering into this Overload and Class Size Alternative Agreement for the 2017-2018 school year; and

C. WHEREAS, the Parties agree that 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

NOW, THEREFORE, the Parties agree as follows:

1. **Recitals:** The recitals set forth above are true and correct.
2. **2017-2018 School Year:** The Parties agree that for the 2017-2018 school year, the parties agree to the following collectively bargained Class Size Alternate Agreement pursuant to Education Code section 42238.02(d)(3)(D) for grades Transitional Kindergarten (TK) and Kindergarten (K) through third grade to have class sizes of greater than 24:1 and grades four through six to have class sizes of greater than 28:1 pursuant to this Agreement. The Parties agree that for the 2017-2018 school year the model for calculating and scheduling overload compensation payments in place during the 2016-2017 school year shall continue for the 2017-2018 school year.

3. Effective July 1, 2017, the terms of Article 14 of the Parties' collective bargaining 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.

4. 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 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 for the overload student issued to other students in that grade level.

c. Overload Compensation-Up to Two Students: On the eleventh instructional day of the 2017-2018 school year, if a TK/K-3 class exceeds 24:1, or a 4-6 class exceeds 28:1, the overload 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: On the eleventh instructional day of the 2017-2018 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 Principal will consult with the teacher and the District will consult with EGEA once the placement occurs.

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

f. Processing/Payment Timeline: The parties agree that the District shall compensate overload classroom teachers in accordance with the schedule set forth in the "TK-6 Class Size and Overloads Stipends Processing/Payment Timeline," attached hereto as Exhibit A and incorporated by reference. As Specified in Exhibit A, each lump sum payment will compensate teachers for overload compensation earned over the course of certain designated months. Exhibit A shall follow the timeline pattern in the 2016-2017 Exhibit A.

g. Absences: The parties agree that overload compensation earned by eligible teachers as provided for in this MOU Agreement shall end on the eligible teacher's sixteenth workday of consecutive absence from work, regardless of whether the absence is paid or unpaid.

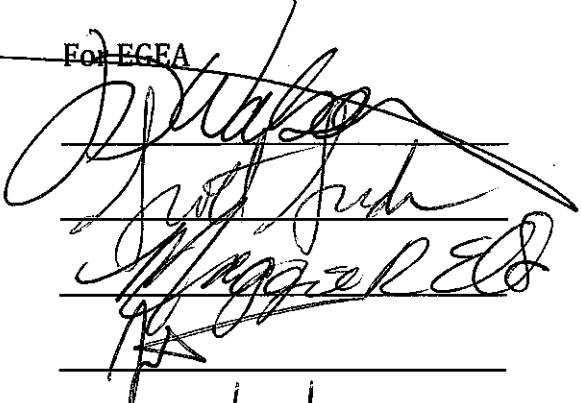
5. In unique situations when the distribution of overload students is not equitable at a grade level and a teacher is overloaded, the Principal will consult with the teacher who will be overloaded before the student placement occurs. The District will also consult with EGEA once the placement occurs.

6. Non-Precedential: The Parties agree that this Agreement shall not create any past practice or be deemed precedential for any purposes.

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

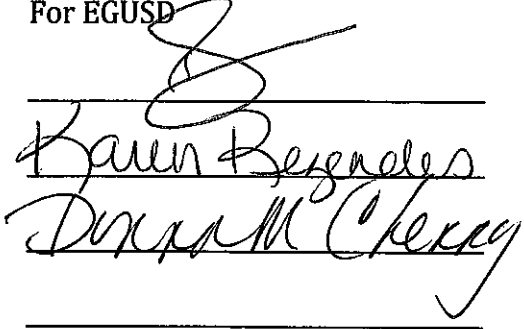
8. Subsequent Years: The Parties agree to meet and negotiate prior to the 2018-2019 school year regarding whether to continue this Agreement in subsequent school years. This Agreement shall expire on June 30, 2018, unless another Agreement is reached to extend this Overload and Class Size Agreement.

For EGEA



Dated: 2/23/17

For EGUSD



Dated: 2/23/17