Side Letter of Agreement Between
San Leandro Unified School District (SLUSD)
And the
San Leandro Teachers Association

Grade Span Adjustment (GSA)

Background

As a condition of receiving the K–3 Grade Span Adjustment (GSA) under the Local Control Funding Formula (LCFF), which is equal to 10.4% of the K-3 base grant (and impacts the supplemental and concentration grant amounts), and pursuant to Education Code Section 42238.02, school districts must meet one of the following conditions:

- If a school site's average K–3 class enrollment was more than 24 students in the 2012-13 fiscal year, make progress toward maintaining, at that school site, an average K–3 class enrollment of not more than 24 students. (Kindergarten includes transitional kindergarten)
- If a school site's average K–3 class enrollment was 24 students or less in the 2012-13 fiscal year, maintain, at that school site, an average K–3 class enrollment of not more than 24 students.
- Agree to a collectively bargained alternative to the statutory K–3 GSA

1. SLUSD and SLTA agree to a collectively bargained alternative annual average class enrollment for each school site in grades TK-3 (3/4 Combination classes will follow the GSA statue). The alternative average class size for each school site is outlined below:

School Year	School Site Averages and Maximum Class Size (Hard Cap)
2014-15	27.5:1 – No class size larger than 28
2015-16	27:1 – No class size larger than 28
2016-17	26.5:1 – No class size larger than 27
2017-18	26:1 – No class size larger than 27
2018-19	25.5:1 – No class size larger than 26
2019-20	25:1 – No class size larger than 26
2020-21	24:1 – No class size larger than 25

2. Exceeding Maximum Class Size Limits:

   Class size averages may be exceeded at the beginning of the school year as described in Article IX, Section E, of the CBA between the parties (applies to the Fall Trimester at

elementary). In the event that an individual class exceeds the school site maximum average after the period of time designated in Article IX, Section E, the affected teacher will receive $120 per student during each attendance month that students are on the teacher's class roster and the class size is exceeded. Payment of the stipend will be made following the end of each trimester.

Class maximums (hard caps) may be exceeded by one (1) student with the consent of the teacher only after all classes at the grade level district wide are at the maximums per this Side Letter Agreement, and with additional compensation as provided above. If the teacher does not consent to the permanent placement of the extra student in the teacher's class, the District may make a temporary placement in that class, not to exceed five (5) school days, while securing a permanent class placement elsewhere.

General Provisions

If the Grade Span Adjustment program (Education Code Section 42238.02) is replaced, unfunded, underfunded, placed in abeyance, or substantially modified, the parties agree to reopen negotiations regarding staffing ratios in grades TK-3.

It is understood that the enforcement of the provisions of this Memorandum of Understanding will be subject to all levels of Article 5 of the CBA. To the extent that the specific terms and conditions of this Memorandum of Understanding conflicts with any provisions of the Collective Bargaining Agreement between the parties in effect as the date hereof, the agreements set forth in this Side Letter Agreement shall control. Nothing in this agreement precludes the parties form negotiating lower class sizes.

The term of this agreement shall be effective July 1, 2014, for a term of three years unless extended by written agreement of SLTA and the District.

X

Jon Sherr
President, SLTA

X Rosanna Muñoz 3/18/15

SLUSD