

Memorandum of Understanding
Between
Kent Education Association (KEA)
And
Kent School District
Regarding 6th Grade Moving from Elementary to Middle School

This memorandum of Understanding between Kent Education and the Kent School District is to modify the Collective Bargaining Agreement (CBA) of 2022-2024 between the parties regarding the movement of 6th grade from Elementary to Middle School.

The parties agree to modify the CBA in the following sections to align with the move of 6th grade out of elementary and into middle school – deletions denoted with strike-through and additions underlined – as follows:

- ◆ **Section 6.4.A.2 - Outdoor Education-Multi-day/Overnight Experience for 5th grade \$3047.**
Stipend to be divided among employees involved in planning and attending camp, including the school's nurse provided they are involved in planning *and* attending camp. If the nurse does not attend camp, then they will receive half a share (for preparation. Outdoor Education - Extended Day Experience for 5th grade \$750. Stipend to be divided among employees involved in planning and attending camp, including the school's nurse if they attend camp. If the nurse does not attend camp, then they will receive half a share (for preparation).
- **Section 7.2 A.3 - Every effort, including hiring of new employees, will be made to minimize the number of general education split classes. Class size in general education classrooms shall be considered in overload status when the class exceeds the numbers below:**
Preschool - 18 students per class
Grades K-3 -23 students per class (class size in K-3 shall not exceed 26)*
Grades 4-5 - 27 students per class (class size in grades 4-5 shall not exceed 29)*
Grades 6-8 - 28 students per class and 135 per day, with a maximum daily class load/enrollment of 142 based on five class periods per day. Health classes are academic and are not an exception.
Grades 9-12 - 32 students per class and 153 students per day with a maximum daily class load/enrollment of 160 based on five periods (with the exception of advisory period). Health classes are academic and are not an exception.
Grades 6-12 Level 1 ELL Classes - 15 students per class.
For purposes of calculating the daily class/load enrollment, secondary block schedules requiring instruction of the same students for two (2) or more periods per day, will be counted for each period of instruction.
*No elementary class shall exceed the student enrollment as stated above, with the exception of P.E. and music as provided in Section 7.2.A.4.
- **Section 7.2 A.4.b - At the elementary level, the overload levels for P.E. and music classes will begin at 26 students in K-3 and 29 students in grades 4-5. In elementary classes consisting of more than one grade level, actual enrollment shall not be more than the student-P.E. and music teacher ratio per class for the lower grade level.**

- **Section 7.2 A. 5** - The teacher and principal will make an assessment regarding which type of overload relief will be in the best interest of the students. The following are options to address class size if class sizes reach overload status:
 - a. Balance classes
 - b. Create additional sections
 - c. In elementary schools, overload relief pay (see tables in subsection 6 below).
 - d. In secondary schools, provide class size and daily enrollment overload relief pay (see tables in subsection 7, below)
 - e. Reassign staff
 - f. Any other creative solution mutually agreed upon in writing by the affected teacher and principal or superintendent/designee
 - g. Create split subject or grade level classes, except for kindergarten classes, which will not be subject to split grade level classes.
 - i. The District will facilitate two days of professional development per school year, for which teachers will be provided release time, to support teachers with split classes to implement each grade level curriculum with fidelity.
 - ii. Splits or Double/Triple Classes for Elementary Music/PE that share a learning space must be within grade level bands (K-2, 3-4, 4-5).

- **Section 7.2 A.6. Elementary General Education Overload Relief**
 - a. When overload exists on the class size adjustment of dates of September 15th and/or the seventh (7th) day of second semester; or for more than five (5) consecutive days beginning after a class size adjustment date, the teacher will be eligible for overload relief in the chart below. In the event that an elementary teacher's classroom is in overload, the teacher shall complete and submit documentation for monetary relief to the building administrator.

Elementary Schools – Student Enrollment	Daily Overload Pay (Paid Quarterly)
Grades K-3 24-25	\$10.00 per student
Grades K-3 26*	\$10.00 per student
Grades 4-5 28	\$10.00 per student
Grades 4-5 29*	\$10.00 per student

*No elementary class shall exceed the student enrollment as stated above, with the exception of P.E. and music as provided in Section 7.2.A.4.

- b. Elementary P.E. and Elementary Music teacher are limited to a maximum of seven (7) classes sessions/day and overload pay for Elementary PE, Elementary Music, and Elementary Library will be paid at the rate below:

Elementary PE/Music/Library class size *Overload pay starts at the soft cap	Daily Overload Pay (Paid Quarterly)
Grades K-3 26 to 29 students	\$5.00/class/day
Grades 4-5 29 to 32 students	\$5.00/class/day

- **Section 7.2 A. 7. Secondary General Education Overload Relief**
 - a. Overload monetary support will be allocated to secondary classroom teachers when the overload exists on the class size adjustment dates of September 15th and/ or the seventh (7th) day of second semester, or for fifteen (15) consecutive student days starting after either of the class size adjustment dates, as set forth below.

- b. Overload payments will be calculated starting on the class size adjustment date in each semester or when the overload exists for fifteen (15) consecutive student days or more, after a class size adjustment date. Monetary relief will be retroactive to the first day of overload on or after the class size adjustment date, unless overload continues from the end of the first, second or third quarter into the following quarter.
- c. Once a secondary teacher's daily student enrollment qualifies for overload relief, daily overload pay will be paid for all days that the classroom remains in overload for the remainder of the quarter, without having to requalify for fifteen (15) consecutive student days.
- d. Student Exclusion from Class Load/Enrollment Count. Teaching assistants (TAs) and students assigned only for advisory program purposes will not be counted in determining a teacher's daily student enrollment and/or class size for purposes of overload relief.
- e. Classrooms continuing in overload after the end of first, second and/or third quarter will not have to requalify unless the student enrollment drops below overload in the first seven (7) student days of the following quarter.
- f. Daily overload will be paid quarterly in the pay warrant issued for the month following the end of each quarter.
- g. For secondary teachers with 1.0 FTE contract and teaching 5 classes per day (or the equivalent on a block or other alternative student schedule):
- h. Whenever possible, building administration will endeavor to give the affected teacher(s) at least one (1) day prior notice of a new student starting classes, or whenever a new student is added to their rosters.
- i. Whenever possible, building administration will endeavor to give the affected teacher(s) at least one (1) day prior notice of a student's unenrollment.

Overload Relief for Class Size and Enrollment- 1.0 FTE (5 Classes)

Middle School - Daily Student Enrollment for 1.0 FTE	Class Size and Enrollment Overload Compensation
29 or more students per class, and/or daily enrollment of 136-142 students per day	\$4.00 per student per class per day starting with the 29th student, plus \$140.00 per quarter if a teacher's daily enrollment is 136-142

High School - Daily Student Enrollment	Class Size and Enrollment Overload Compensation
33 or more students per class, and/or daily enrollment of 154-160 students per day	\$4.00 per student per class per day starting with the 33rd student, plus \$140.00 per quarter if a teacher's daily enrollment is 154-160 per day

6-12 Level 1 ELL Daily Student Enrollment	\$4.00 per student per class per day starting with the 16th student
16 or more students per class	

• **Section 7.8. B. Employment Categories**

The following categories are established to ensure the qualifications of employees assigned to retained positions:

2. Secondary school (6-12) subject matter areas or departments. A subject matter area or department is a category defined but not limited to one of the following: science, math, social studies, language arts, music, art, physical education and health, and individual languages (e.g., French, Spanish, and German). Each subject matter area or department represents a category and the specific subject a teacher is qualified to teach must be listed under each subject matter area or department.

• **Section 13.4 – One-to-one Literacy Assessments in Dual Language Classrooms**

A. Two days of release time per school year will be provided for grades 3-5 Dual Language Spanish teachers to conduct one-to-one Spanish literacy assessments for students who are not on the teacher’s homeroom roster.


The parties agree that any reference to 6th grade being in elementary in the CBA not included above is inadvertent and intended to be modified in the same manner as the articles above.

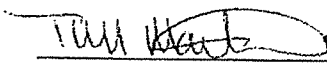
The parties agree that any omission of 6th grade being in middle school in the CBA not included above is inadvertent and intended to be modified in the same manner as the articles above.

This MOU is effective on August 1, 2023 and remains in force throughout the term of the current Collective Bargaining Agreement.

Kent School District

Kent Education Association


Israel Vela (Jul 5, 2023 09:54 PDT)

 07/30/23

Israel Vela Date

Tim Martin Date

Interim Superintendent

President