

LETTER OF AGREEMENT

**By and Between
The Kent School District
And
Kent Education Association**

ARTICLE VII - CLASS SIZE AMENDMENTS

Effective August 31, 2015

The Kent School District (District) and the Kent Education Association (Association) mutually agreed to reopen the collective bargaining agreement between the District and the Association, beginning March 15, 2015, to negotiate the issue of class size to take effect at the beginning of the 2015-2016 school year. As a result of those negotiations, the parties have agreed to amend Article VII, Section 2. A - Class Size, including only the introduction and Subsections 1 through 9. Such amendments will be effective August 31, 2015 and remain in effect for the duration of the collective bargaining agreement (CBA), including any period of bargaining which continues past the expiration date of the CBA on August 31, 2016. Article VII, Section 2.A. Subsections 10 through 13 remain unchanged and in full force and effect.

Article VII, Section 2.A. - Class Size, including only the introduction and Subsections 1 through 9 are hereby amended as follows:

**ARTICLE VII
Section 2
WORKLOAD**

The District and Association recognize the value of lower class size in meeting student growth goals. The District will attempt to keep the class size as low as possible. The parties agree, acknowledge, and accept that the uncertain nature of school funding; the under-funding of the basic education and other state programs; and unfunded compensation for certificated personnel may result in the future in a reduction of instructional positions and that the result of such a possible reduction may well result in increased class size averages. The District will make a good faith effort to equalize the class size/workloads for within all employees and work groups.

The District and Association agree to establish a joint committee to research, analyze data and develop recommendations to their respective bargaining teams regarding caseloads and workloads for special education teachers, specialists and Educational Staff Associates (ESAs), in preparation for bargaining a successor collective bargaining agreement in 2016, to be effective September 1, 2016. The District and the Association will each appoint up to five (5) members to represent their interests. One District member and one Association member will serve as co-chairs of the committee. The joint committee will begin meeting by no later than October 15, 2015, and will meet monthly thereafter. The joint committee's recommendations will be submitted to the parties' respective negotiating teams on or before February 1, 2016.

A. Class Size

1. Class size adjustments dates for all levels:
 - A. At the beginning of the school year, principals will make adjustments to meet class size levels, as stated below, as soon as possible but no later than September 15.
 - B. At the beginning of the second semester, principals will make adjustments to meet class size levels, as stated below, as soon as possible but not later than the first seven (7) days of the semester.

2. The principal or his/her designated administrator will work to minimize or eliminate overload conditions on an on-going basis. Teachers will notify their principal when they reach overload status. The principal will then initiate the following procedure for any employee whose class size exceeds the stated limits:

Step 1: Within three (3) school days, upon reaching overload status, the principal or a designated administrator and the affected teacher shall meet to discuss class size concerns.

Step 2: The building principal or a designated administrator shall address the issue as soon as possible but no later than three (3) school days from the date of the meeting to address the class size concern according to the options listed below. If the affected teacher and principal cannot come to an agreement, the class size concern shall be referred to the superintendent or designee for resolution by the end of the third day. The superintendent or designee will notify the principal and teacher of the resolution within three (3) school days.

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:

For the 2015-2016:

Grades K-3 - 23 students per class (class size in K-3 shall not exceed 26)*

Grade 4-6 – 27 students per class (class size in grades 4-6 shall not exceed 29)*

Grades 7-8 – 30 students per class and 143 students per day, with a maximum daily class load/enrollment of 150 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 class periods per day (with the exception of advisory period). Health classes are academic and are not an exception.

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.

4. For P.E. and Music classes, the following overload limits will apply:
- At the secondary level, physical education (P.E.) and performing music classes will be 40 students per class, with a total daily class load/enrollment maximum of 200. P.E. and music teachers may choose to take larger classes and total daily class loads without overload pay to accommodate their program needs. No teacher shall be required to exceed these limits.
 - At the elementary level, the overload levels for P.E. and music classes for the 2015-2016 school year will be 28 students in K-3 and 31 students in grades 4-6. 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.

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:
- Balance classes
 - Create additional sections
 - In elementary schools, provide para-educator time for the classes that are overloaded or overload relief pay (see tables in Subsection 6, below).
 - In secondary schools, provide class size and daily enrollment overload relief pay (see tables in Subsection 7, below)
 - Reassign staff
 - Any other creative solution mutually agreed upon in writing by the affected teacher and principal or superintendent/designee
 - Create split subject or grade level classes

6. Elementary General Education Overload Relief

When overload exists on the class size adjustment 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 event that an elementary teacher's classroom is in overload, the teacher can choose either paraeducator time or monetary relief. According to the teacher's choice, overload relief will be allocated as set forth in this subsection. Teachers are expected to complete, sign and submit an Elementary Overload Choice Form (Choice Form) to the building administrator within the first five (5) days of overload. Building administrators will verify and sign the form and submit it to Human Resources within five (5) days of receipt from the teacher. Delay in submitting the Choice Form may delay processing of requested relief, particularly for teachers choosing paraeducator support.

In the 2015-2016 school year:

Elementary Schools - Student Enrollment	Para-educator Time		Daily Overload Pay (Paid quarterly)
Grades K-3 24-25	2.0 hours daily	OR	\$16.00
Grades K-3 26*	3.0 hours daily	OR	\$16.00
Grades 4-6 28	2.0 hours daily	OR	\$16.00
Grades 4-6 29*	3.0 hours daily	OR	\$16.00

*No elementary class shall exceed the student enrollment as stated above, with the exception of P.E. and music as provided in Article VII, Section 2.A.4.

A. For Teachers Choosing Paraeducator Time.

- i. For classroom teachers choosing paraeducator support, daily monetary relief will be paid for any occurrence when an overload paraeducator position is unfilled for three (3) or more consecutive student days, due to the paraeducator's absence or an unfilled vacancy. These payments will be made retroactively to the first day of the absence or vacancy.
- ii. If student enrollment increases from one level to a higher level during any quarter, the higher level of relief will be paid for the remainder of the quarter, provided the higher level of enrollment is maintained for five (5) consecutive days or more.

iii. For classroom teachers choosing paraeducator support, the support will be authorized for the remainder of each quarter; however, if class-size drops below overload prior to the end of the quarter, the teacher may be asked to work collaboratively to share the paraeducator support to better meet student needs within the building. The building administrator will consult with the teacher regarding any proposed change that would occur prior to the end of the quarter.

B. **For Teachers Choosing Monetary Relief.** Overload payments will be calculated starting on the class size adjustment date in each semester or the sixth (6th) consecutive student day of overload beginning after a class size adjustment date, whichever occurs later, and will be subject to the following conditions:

- i. 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 semester into the start of the second semester.
- ii. Once a classroom qualifies for monetary overload relief, the relief will be paid for all remaining school days in that quarter.
- iii. Classrooms continuing in overload after the end of a quarter will not have to requalify unless the student enrollment drops below overload in the first five days of the following quarter.
- iv. Monetary relief for overload will be paid quarterly in the pay warrant issued for the month following the end of each quarter.
- v. In the event that student enrollment reaches the maximum level for the grade level of a particular class, the classroom teacher will have the option to choose para-educator support, even if the teacher had previously chosen monetary relief.
- vi. A classroom teacher choosing monetary relief instead of paraeducator support cannot change their election for the remainder of the school year unless classroom enrollment reaches the maximum class size for that grade level. If a classroom teacher requests a change in the form of overload support on a hardship basis during the school year, the District and the Association will confer and consider the request on a case-by-case basis.

7. Secondary General Education Overload Relief for 2015-16

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:

- a. 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.

- b. 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 consecutive student days.
- c. Student Exclusions 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.
- d. 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.
- e. Daily overload will be paid quarterly in the pay warrant issued for the month following the end of each quarter.

In the 2015-16 school year:

- i. For secondary teachers with a 1.0 FTE contract and teaching 5 classes per day (or the equivalent on a block or other alternative student schedule).

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
31 or more students per class, and/or daily enrollment of 144 - 150 students per day	\$ 2.00/per student/class, starting with the 31 st student, plus \$140.00 per quarter if a teacher's daily enrollment is 144-150
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	\$ 2.00 per student/class starting with the 33 rd student, plus \$140.00 per quarter if a teacher's daily enrollment is 154-160

- ii. For secondary teachers with less than or greater than a 1.0 FTE contract, and for PE or Music teachers or ESAs who are also teach at least one (1) academic class qualifying for overload relief, daily class size and student enrollment levels for eligible classes will be pro-rated based on the number of classes (or the equivalent) as set forth in charts below.

PRO-RATED OVERLOAD RELIEF FOR DAILY ENROLLMENT BY TEACHER FTE

Per student per class monetary relief applies to all classes (except P.E. and Music), regardless of the number of classes taught per day. However, maximum daily enrollment overload and daily cap are pro-rated as follows:

Teacher FTE (number classes)	Middle School – Maximum Daily Enrollment	High School - Maximum Daily Enrollment
0.8 FTE (4 classes)	120 students per day, and/or enrollment overload relief starting at 115	33 or more students per class, 128 students per day and/or total enrollment relief starting at 123
0.6 FTE (3 classes)	90 students per day and/or enrollment overload relief starting at 86	96 students per day and/or enrollment overload relief starting at 92
0.4 FTE (2 classes)	60 students per day and/or enrollment overload relief starting at 57	64 students per day and/or enrollment overload relief starting at 61
0.2 FTE (1 class)	33 students per day and/or enrollment overload relief starting at 31	36 students per day and/or enrollment overload relief starting at 33
1.2 FTE* (6 classes)	180 students per day and/or enrollment overload relief starting at 173	192 students per day and/or enrollment overload relief starting at 185

*1.0 FTE teacher with 0.2 Supplemental Contract for extra class

8. The building administrator will make a reasonable to equitably distribute special education students and ELL students among classrooms.

9. For the purposes of determining general education class size and workload, students mainstreamed from Special Education programs (excluding students receiving a single special education service such as speech/language pathology services) will be counted according to the following:
- a. Elementary level – Special Education program students in a general education classroom:
 - i. Students assigned to general education classrooms from Special Education programs for five (5) hours or more per week, in areas related to IEP goals or for content area instruction, will be counted as full-time students in the general education classroom.
 - ii. Music and P.E: Any Special Education student in the program on a regular basis will be counted as full-time student for the music or P.E. teacher.
 - b. Secondary level – Special Education program students in a general education and/or IP classroom.
 - i. For purposes of calculating daily student enrollment for overload purposes, students assigned to general education and/or Integrated Program (IP) classrooms from Special Education programs for five (5) hours/class periods or more per week in areas related to IEP goals or for content area instruction, will be counted as full-time students in the general education and/or IP classroom.
 - ii. Any secondary student in a Special Education program who has an IP teacher as his or her case manager, but who is not assigned to at least one class taught by that case manager, will be counted as a full-time student on the IP teacher’s student enrollment for general education overload purposes, in addition to all other students assigned and/or enrolled in the IP teacher’s classes.
 - iii. For secondary IP classes which utilize a “team teaching” model, the total number of enrolled students, general education and IP students will be allocated to the general education teacher’s class size and daily enrollment count, while only the students on the IP teacher’s roster will be counted on the IP teacher’s class size and workload.

Such changes will be considered incorporated into any successor collective bargaining agreement, unless subsequently changed in writing by mutual agreement of both parties. All other provisions of the collective bargaining agreement shall remain in full force and effect.

REVIEWED AND AGREED BY THE PARTIES BELOW:

On Behalf of the Association:

Elizabeth Collins 9-1-15
 Elizabeth Collins, WEA Uniserv Date

Christie Padilla 9/1/15
 Christie Padilla, President Date

On Behalf of the District:

Debra Hillary 9-1-15
 Debra Hillary, Director Date
 Labor and Employee Relations