Memorandum of Understanding
Between
Kent Education Association
And
Kent School District
Regarding Sixth Grade Move-up Process

The Kent School District (District) and Kent Education Association (Association) are parties to a Collective Bargaining Agreement (CBA) and acknowledge that there is a process outlined in the CBA regarding reassignment and transfer of staff. For the 2023-2024 school year, sixth grade will move from elementary school to middle school.

The parties agree that for this transition only, the following process will be followed:

1. The District shall provide the number of open certificated positions, by building, to the Association, no less than three (3) business days prior to the start of the process.
    a. This preliminary list will be generated based on what is known at that time – additional positions may become available due to separations received or hires at the new middle school that will not be captured on the list.
2. The District shall provide a minimum of two (2) opportunities for elementary teachers to have two-way conversations with middle school building administrators and members of the middle school for the buildings and subjects they are interested in.
3. Elementary teachers will be sent a survey to indicate their choice for the following school year (move up or not), along with information regarding assignment (content area) choice for those who choose to move to middle school.
    a. Selected choice does not guarantee movement or non-movement. Movement will be based on available positions. Staff who choose not to volunteer could be subject to involuntary transfer (IVT) as defined in step 7 after the voluntary movement process should overstaffing occur.
4. All elementary teachers who volunteer to move to middle school will be placed based by assignment preference in seniority order, into available positions in which they are qualified.
    a. Any employee who has been placed on probation and any teacher with more than five (5) years of teaching experience who received notification they are trending basic will be ineligible for the voluntary movement process.
5. Volunteers will be notified of placement as soon as possible, at most three (3) business days after the close of the survey.
    a. Volunteers shall be allowed at least three (3) days to consider choice of movement and accept or decline.
6. Teachers who volunteer to move to middle school and do not have a vacant position to be placed in based on their preference survey will be contacted after all initial placements have been made and given the following options:
    a. Option 1: Remain in the volunteer pool until April 7, 2023 and wait for a position in their desired content area and school (if unplaced, will remain in current elementary position and subject to IVT).

b. Option 2: Take an alternative position in a subject or building that was not initially on their choice survey (list provided). If accepted, this placement is final.
c. Option 3: Remove their name from the volunteer pool and remain at their elementary (subject to IVT).

7. Any positions left unfilled after the voluntary move, the involuntary transfer process as defined in Article IV, Section 4.9 of the KEA CBA will be in effect with the following exceptions:
    a. For the purposes of this 6th Grade Roll Up only, provisional employees and National Board Candidates **at the elementary level** shall be included in the IVT process for Spring 2023 only.
        i. National Board candidates may only be transferred to a position that corresponds to their National Board Certificate area.

Procedural Note:
If a volunteer is unable to be placed in seniority order due to lack of available positions (step 4), they will be bypassed to continue placements based on survey choices matching vacant positions. All remaining volunteers will be placed back in seniority order as we enter step 6.

This MOU is effective upon execution, and in effect through May 30th 2023.
All provisions of the collective bargaining agreement (CBA) remain in place unless specifically waived through this MOU or subsequent MOUs when agreed upon.

For Kent Education Association

1/24/23
Tim Martin, President Date

For Kent School District

1-24-2023
Israel Vela, Superintendent Date