

**MEMORANDUM OF UNDERSTANDING
REGARDING ESL TEACHING CERTIFICATE PROGRAM**

This Memorandum of Understanding (“MOU”) is made this _____ day of _____, 2022, by and between the Baldwin-Whitehall School District (“District”) and the Baldwin-Whitehall Education Association (“Association”), collectively “Parties.”

WHEREAS, the District and the Association are parties to a Collective Bargaining Agreement (“CBA”) effective July 1, 2019 through June 30, 2025;

WHEREAS, the Association is the certified bargaining representative for teachers within the District;

WHEREAS, the CBA sets forth terms and conditions of employment;

WHEREAS, the District wishes to institute a new requirement that teachers successfully complete a Pennsylvania English as a Second Language (“ESL”) teaching certificate program by the end of the 2024-2025 school year, and the Parties have engaged in collective bargaining over this issue;

NOW THEREFORE, with the intent to be legally bound hereby, the Parties agree as follows:

PROGRAM DESCRIPTION, ELIGIBILITY, AND REQUIREMENTS

1. All District K-2 teachers who are not currently ESL certified will be required to successfully complete a Pennsylvania ESL teaching certificate program, through the Allegheny Intermediate Unit (“AIU”) or other provider as deemed acceptable by the District, by the end of the 2024-2025 school year.

2. Beginning in June 2022, the District will offer, at its own expense, an in-house ESL certification program (“Program”) for all general education teachers in grades K-2, as well as extending the opportunity, also at District expense, to intervention specialists and special education teachers who work directly with students in grades K-2. Successful completion of all course requirements will result in an ESL Pennsylvania Teaching Certificate.

3. Course materials will be loaned to participating teachers at no cost to them. Materials will be required to be returned to the District upon completion of the course. Failure to return materials to the District may require the participating teacher to remit the cost of the materials to the District.

4. The certification program will include participation in six courses delivered by the Allegheny Intermediate Unit’s (“AIU”) ESL Certification Program Teachers at a Baldwin-Whitehall School District site: Introduction to Teaching English as a Second Language; Developing Cultural Awareness and Sensitivity; Language Acquisition and Development; Observing, Planning, Implementing, and Managing Instruction; Assessment Support; and ELLs, Families, Community and Professionalism.

5. All “in person” learning days will be on District time, either during Professional Development Days or student days where substitutes will be provided.

6. In addition to in-person course attendance requirements, teachers participating in the program will also be expected to complete related coursework and field observations. Time and coverage will be allotted to successfully complete all field observation requirements (approximately 10 hours per course) within the school day. Additional coursework may need to be completed during the teacher’s own time.

7. Official documentation and a transcript of courses will be provided by AIU upon successful completion of the Program. The teacher will then have the option to use this documentation to apply for the PA ESL certification to be added to their teaching certificate.

8. The District will ensure that AIU provides assistance with the PA Teacher Information Management System (TIMS) ESL Certification application and approval process.

9. District ESL teachers will continue to provide the instruction for the ESL students with the greatest instructional need.

10. The District will continue to staff District-wide ESL positions at the 2021-2022 school year level or greater.

11. If a current K-2 teacher is involuntarily transferred out of a K-2 position through the BWSB/BWEA Staffing Process, that teacher may elect to continue in the ESL cohort which they have chosen and would be covered by this MoU.

12. If a non K-2 teacher is involuntarily transferred into or voluntarily bids into a K-2 position, that teacher may not participate in the first cohort. Teachers in this circumstance shall have three full years to complete the Program.

13. Newly-hired teachers within the identified areas must complete the program within the third full year of employment, however, may not participate in the cohort for the year in which they are hired. They may elect any future cohort.

TIMELINE AND SCHEDULE

14. Teachers shall provide their preferred cohort by March 31, 2022. If there are too many/few registrants in a particular cohort, seniority will prevail. Those who do not submit a preference will be placed in a cohort.

15. Courses will be taught during full-day sessions over a one-year time period, one course at a time.

16. Cohort 1 will begin in June 2022 and conclude in June 2023. Cohort 2 will begin in June 2023 and conclude in June 2024. Cohort 3 will begin in June 2024 and conclude in June 2025. The program requires a minimum of 15 teachers to participate in each cohort.

17. The chart below outlines the course dates for in-person instruction, the field observation timeline, and the end date of each course for Cohort 1.

YEAR 1 - Program Outline:

COURSE	IN-PERSON DATES	FIELD OBSERVATION	DUE DATE
1	June 20-21, 2022	Month of September 2022	Oct. 3
2	August 15-16, 2022	Month of October 2022	Nov. 1
3	October 10-11, 2022	Month of November 2022	Dec. 23
4	November 1-2, 2022	Months of Dec. 2022 and Jan. 2023	Feb. 3
5	January 16-17, 2023	Month of February 2023	Mar. 1
6	April 3-4, 2023	Month of May 2023	June 9

COMPENSATION

18. All credits earned by teachers participating in this program will count towards lateral movement. The District shall provide teachers with a template letter of lateral movement, which can be completed and submitted in June along with evidence of completion of the Program.

19. For teachers already at the “Bachelors +15” level, a lateral “Bachelors +30” step will be added to the salary schedule, where applicable, for any current teacher who is required to complete the Program. The “Bachelors +30” step will be paid at a rate which is \$500 more than the Bachelors +15 step as per the CBA.

20. Teachers shall receive a stipend of \$32 per hour to attend sessions held in August.

CERTIFICATION, CREDITS, and PROFESSIONAL DEVELOPMENT

21. Each teacher may elect to:

- a. Register their certificate with PDE. These teachers will then be eligible to be a BWSD ESL teacher through the Staffing Process as outlined in the CBA. The District will help these teachers get their certification registered with PDE and cover any costs associated with that process; or
- b. Not register their certificate with PDE. These teachers will not be eligible to be a BWSD ESL teacher through the Staffing Process as outlined in the CBA.

22. Participation in the program will count toward 2 years of DSAP as follows: YEAR 1: 14 BWSD credited DSAP hours based upon attendance at two in-person sessions in June to be used as flexible PD time during the scheduled dates provided by the District. YEAR 2: Hours

accumulated for work outside of the school day during year 1 coursework would count toward the DSAP hours for year 2.

23. Eighteen of the credits earned through the Program may be transferred into the Carlow University Masters in Curriculum and Instruction program with a concentration in ESL.

COVERAGE

24. The District will attempt to provide substitute teaching coverage for all in person learning days associated with the Program.

25. If the District cannot provide enough substitutes or coverage for an in person learning day, the AIU will record the session. The teachers who could not attend the training due to lack of available coverage will be permitted to watch the recording on a later day with substitute coverage provided for that day.

26. The District will monitor the number of substitute teachers available leading up to in person learning days. If there will not be enough coverage, then the District will notify affected teachers at least 24 hours in advance.

27. All District resources will be used if there are not enough substitutes to provide coverage; however, this will not include any instructional teachers.

ADDITIONAL TERMS

28. Time commitment and demands on the teacher participants will be monitored by the District and the Association and revisited throughout the course of the Program and each cohort therein.

29. Revisions to this MOU may be made by mutual agreement.

30. Teachers who participate in the Program and then retire or resign are not responsible for any repayment whatsoever.

31. This MOU shall not be used or referred to as a precedent and shall not constitute evidence of a past practice relative to the interpretation or application of the current or any subsequent collective bargaining agreement. In accordance with the non-precedential nature of the MoU, the District and the Association agree that neither shall refer to this MoU during the course of pending or future grievance proceedings or in any arbitration hearing except to the extent necessary to enforce the terms of this agreement.

32. The terms of this MOU shall expire at the end of the 2024-2025 school year without any further action by the Parties.

IN WITNESS WHEREOF, the Parties hereto set their hands and seals on the date first above

For the Baldwin-Whitehall
School District:

For the Baldwin-Whitehall
Education Association:

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Board President

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President