

**Memorandum of Understanding
between
Kent School District #415
and
Kent Education Association**

DUAL LANGUAGE PROGRAM – For the 2014-15 and 2015-16 School Years

The Kent School District (District) and the Kent Education Association (KEA) in an effort to work collaboratively on the staffing and development of the Dual Language Program at Scenic Hill Elementary, Carriage Crest Elementary and other schools which may be designated as Dual Language Program sites, during the term of this Agreement, do hereby agree to the following:

1. School participation in the District's Dual Language Program is voluntary, based on staff, administrator and school community interest. In Dual Language Program schools, the program involves two (2) teachers partnered as a Dual Language teaching team, comprised of a second language teacher and an English language teacher for each grade level participating in the program. Typically a school's program will be initiated at Kindergarten and possibly first grade for the first year, with an additional grade level being added each subsequent year.
2. Article IV, Section 6.C.1: Employment Contract/Supplemental Contracts.
 - a. Teachers in the Dual Language Program will be provided specific district-designated training in dual language instruction and provided the instructional materials necessary to implement the program.
 - b. Teachers new to the Dual Language Program will be provided a Supplemental Contract before the summer of 2014 and 2015 respectively for the required three (3) additional consecutive days to provide for training in the summer prior to the start of the teacher's first school year with the program. Training time will be paid at per diem.
 - c. The district will pay training time at per diem for any fees for all additional district required training. If such training involves travel, the district will pay expenses, including mileage, airfare, hotel costs, and/or meal stipend. For required training which requires overnight travel, a day of travel will be considered a work day for compensation purposes.
3. Article IV, Section 9: Involuntary Transfers.

For the term of this Agreement, no KEA members currently working at any Dual Language Program schools will be subject to Involuntary transfer due to the hiring of a teacher for the Dual Language Program. If attrition fails to result in open positions, the District will provide additional FTE to the school(s).
4. Article VI, Section 3: Guest Teachers
The District will maintain a list of Spanish-speaking (or other designated second-language) guest teachers and provide the list to teachers in the Dual Language Program. The unavailability of a Spanish-speaking teacher shall not prevent a teacher in the program from accessing leave. The district will actively recruit Spanish-speaking (or other designated second-language) guest teachers.

5. Article VII, Section 2.3: Workload

- a. Teachers in the Dual Language Program will only be required (expected) to conference with their homeroom or roster students. Teaching partners in the dual language program will collaborate and share information to facilitate the conferences for all students. Dual Language teachers will receive ten (10) hours of pay at the individual teacher's per diem for this collaboration at each conference period during the year (Fall and Spring).
- b. For a teacher's first and second year as a Dual Language teacher in the Kent School District, the teacher will be compensated for additional time up to twelve (12) hours per month, at the teacher's per diem hourly rate, for work including, but not limited to, the additional planning, creating, translating and researching necessary to provide instruction in the Dual Language Program. For a teacher's third or later year as a Dual Language teacher in the District, additional collaborative work time must be approved at the building level, to be paid through building funds and/or as Principal Effective Education.
- c. The Dual Language Program administrator will identify, at a minimum, twenty (20) hours of time during the year for all Dual Language Program teachers from Carriage Crest, Scenic Hill, and any other Dual Language Program schools to meet and work collaboratively together, district-wide. The aforementioned blocks of time will be provided either during the PLC collaboration time, late arrival days, through alternative release time, and/or as additional time, paid at per diem, as determined by the principals and the Dual Language Program administrator. Any additional time will be paid as special project pay at the individual teacher's per diem rate. The district will provide a schedule of meetings for the year by September 30, 2014 and by September 30, 2015 that will denote the times and dates of all such collaboration times. These meetings will be held on regularly scheduled school days but outside of the student day, unless otherwise other days/times are mutually agreed upon by the Dual Language teachers and program administrator at each site.
- d. Grade level teaching partners in the Dual Language Program will have common planning time as determined by the principal, and as otherwise defined in the collective bargaining agreement.
- e. Principals, intervention specialists, and teachers in the Dual Language Program sites will work collaboratively to assure that students in the Dual Language Program have access to appropriate interventions. Said interventions shall be implemented in a manner that maintains a balance between the need for interventions and the unique requirements of the Dual Language Program. For example, as the pull-out tiered intervention (TI) model currently employed in the district would most likely create additional challenges for students and teachers, a push-in or similar TI model would be more appropriate for the program.
- f. The district will work collaboratively with teachers in the program to select appropriate hard copy and/or electronic instructional materials for core curriculum in Spanish or other designated second-language, for purchase by the District.
- g. The District will provide basic materials needed to implement the Dual Language Program, including but not limited to, Spanish alphabet charts; pocket charts, work wall, and books for classroom libraries written in Spanish.
- h. Teachers in the Dual Language Program will not be expected to assume the role of interpreters for other conferences or communication in the school. The district will continue to provide interpreters as needed.

6. Article VII, Section 3: Workload

- a. For the 2014-2015 and 2015-2016 school years, no teacher in the Dual Language Program will have a split grade level class.

6. Article VII, Section 4: Professional Development

- a. The district will reimburse up to \$150 for test fees, registration, and/or study materials for up to five (5) KEA members to obtain an OSPI bilingual endorsement.

7. Term of the Agreement:

- a. Any additional school(s) designated as a Dual Language Program site will pilot the program for the initial school year, subject to all other conditions of his agreement. Review of the pilot at such site(s) will take place by May 1st of the initial school year to determine the continuance or non-continuance of the pilot at each new site.
- b. All provisions of the Collective Bargaining Agreement in effect during the 2014-15 and 2015-16 school year not modified by the MOU shall remain in full force and effect.
- c. In consultation with the principals and teachers of the Dual Language Program, KEA and the district will review this MOU by May 1, 2016 to determine whether the modifications herein meet the needs of the program or whether additional modifications are necessary.
- d. This process and MOU Agreement neither establishes past practice nor sets precedent for addressing future Dual Language Program concerns.
- e. Either party may request a meeting at any time to review and reconsider any or all of this MOU.
- f. The Memorandum of Understanding (MOU) shall become effective upon signature of the parties and shall expire August 31, 2016, except in the event that a successor collective bargaining agreement has not been agreed upon by the parties, in which case, the terms of this agreement will be considered part of the status quo until a successor agreement is in place.

Reviewed and agreed upon by the parties as set forth below:

For the Association

Leslie Bedke
Leslie Bedke, Uniserv Representative

06/26/2014
Date

Cindy Prescott
Cindy Prescott, KEA President

6/26/14
Date

For the District

Debra Hillary
Debra Hillary, Director
Labor and Employee Relations

6/26/14
Date