

Memorandum of Understanding

by and between

Federal Way School District #210

and

Federal Way Education Association

The Federal Way School District #210 and the Federal Way Education Association agree as follows:

Provisions Effective for 2024-2027 School Years

1. Impact of Unfilled Paraeducator Positions

The parties agree to the following provisions for the 2024-2027 school years due to the current labor shortage. If a paraeducator position of 6 or more hours per day provided under the provisions of Section 12.2.E of the current collective bargaining agreement remains unfilled after being posted for at least 20 school days, the teacher in the class will be compensated \$25 per school day (starting on the 21st business day after posting) for the additional workload assumed by the teacher. If a paraeducator position of 3 to 5.9 hours per day provided under the provisions of Section 12.2.E of the current collective bargaining agreement remains unfilled after being posted for at least 20 school days, the teacher in the class will be compensated \$12.50 per school day (starting on the 21st business day after posting) for the additional workload assumed by the teacher. Non-student days (e.g., student led conference days) do not count as school days for the remedy in this paragraph only. The District's Human Resources department will post open paraeducator positions within 2 days of being notified of a MAP adjustment, vacancy or request for an emergency allocation. The compensation in this section will be tracked throughout the year and paid in the July pay warrant.

2. Speech Language Pathologist Assistants (SLP-As)

In order to provide appropriate services to students in need of Speech Language Pathologist services, FWEA and FWPS agree to the following in response to the temporary engagement of agency Speech Language Pathologist Assistants (SLP-As) for the 2024-2027 school years.

1. Both parties agree the use of agency SLP-As is a non-precedent setting practice and will be used only in the event of an acute labor shortage. The District will follow its normal practice around vacancies and postings prior to engaging with an outside agency to provide SLP (Student Language Pathology) services in the 2024-2027 school years.
2. Both parties agree to prioritize the delivery of SLP services to students through appropriately credentialed staff whenever possible. The hiring of SLP-As to fulfill a student's IEP will occur only in response to unfilled SLP positions where

all other hiring options have been exhausted. FWPS will continue to actively post and hire for SLP vacancies. If agency SLP-As are determined necessary to fulfill a student's Individualized Education Program (IEP) due to unfilled SLP positions, FWPS will continue to actively post and hire SLP vacancies.

- 3. The District's use of agency SLP-As will not impact or increase the workload of current SLPs. If workload impacts do manifest, both parties agree to convene and bargain those issues.
- 4. FWPS SLP staff will not be required to provide any supervision, evaluation, or direction of agency SLP-As.
- 5. The District's use of SLP-As will not impact current SLP placements or practice around changes in SLP assignments.

The parties agree that the provisions of this MOU will remain in effect until such time that SLP labor shortages resolve and the use of SLP-As as part of the workforce in FWPS is no longer necessary.

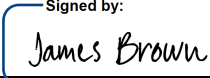
3. LGBTQIA+ Affinity Groups

The District and the Association are committed to exploring the development of affinity groups for LGBTQIA+ educators. To meet this priority, the District and Association agree to convene a committee for the 2024-2025 school year to explore implementation and sustainability of these groups. The committee may explore resources and support services for LGBTQIA+ individuals. In the interim, FWPS is committed to exploring the capabilities of the current supports offered through the Employee Assistance Program (EAP). Agreements reached by both parties through this committee may be included in the successor agreement.

4. Multilingual (ML) Support

The parties have identified a need to be responsive to the unique needs and challenges faced by many ML students and the educators who serve them. To this end, a system will be developed to collect and act on emergent needs for ML students and educators across the district.

**FOR THE FEDERAL WAY
EDUCATION ASSOCIATION**

Signed by:


 President

1/13/2025

 Date

**FOR THE BOARD OF EDUCATION
FEDERAL WAY SCHOOL DISTRICT**

Signed by:


 Superintendent

1/8/2025

 Date