Memorandum of Understanding
Between
Federal Way Public Schools (FWPS or the District)
And
The Federal Way Education Association (FWEA or the Association)

The 2025-2026 school year is an implementation year for the District-wide movement toward a uniform master schedule at every middle school. The workload impacts associated with this initiative are anticipated to have a unique impact in both the first year of implementation and beyond. In order to clarify expectations and address workload issues for middle school (MS) educators, the District and Association enter into the following agreement:

1. **Education Support Professionals (ESPs).**
    a. Grade-level teams, using a digital template provided by the ITS/District Technology Department, will provide ESPs with a spreadsheet with student names, IDs, and courses for Level Up, to enable ESPs to do a mass upload of data.
    b. One day per semester, there will be protected work time for the assignment of Level Up time. Administrators will partner with their ESPs to schedule time and space to minimize distractions and focus on this work.
    c. For the 2025-2026 school year, the District will increase the building overload hour allocation to support the launch of the new middle school master schedule and work associated with the shift over the course of the school year.
    d. During the 2025-2026 school year, Middle School (MS) ESP workload and support will be a standing agenda item at ESP Labor Management Committee (LMC).
    e. During the 2025-2026 school year, MS ESPs will be surveyed at the end of semester 1 to check in on workload. This data will be discussed/reviewed at the following ESP LMC.

2. **Middle School (MS) Educators in Student Support (ML/SSS) Programs**
    a. During the 2025-2026 school year, MS SSS educator workload and support will be a standing agenda item at the monthly FWEA/SSS meeting
    b. ML educator workload and support will be a standing agenda item at the monthly FWEA/TFL meeting during the 2025-2026 school year.
    c. The District and Association acknowledge that the roles of self-contained special education and multilingual teachers differ from those of general education and elective teachers. To support these specialized roles, the

district has offered individualized consultation to schools to help align schedules, ensure 180 hours of planning time, and proactively plan programming that is viable within the new structures. The district will continue to provide high levels of support by gathering data, providing individualized, responsive consultation, and providing annual reviews in support of equitable and effective program implementation.

d. During August of the 2025-2026 school year, the hand-scheduling of individual students will be accomplished by building administrators with the support of SSS.

3. **Elective Teachers**
   a. Elective teachers will not be required to teach Level Up courses.

   b. Elective teachers who teach four (4) or more preps will not be required to teach advisory or supervise clubs. Elective teachers with fewer than four (4) preps may be required to teach advisory or supervise clubs. All elective teachers who teach advisory or supervise clubs will be excused from 5 of the additional hours of PLC time outlined in section 7.2.A.13.d of the FWEA/FWPS contract.

   c. Elective teachers can meet at another FWPS site or virtually for cross-district PLCs on PLC Fridays or implementation Fridays, recognizing that elective teachers may not have a teacher partner in the building

   d. Preps are defined as those courses that have their own individual course code in the FWPS Course Catalog understanding that providing differentiated instruction to students is a reality in any classroom setting, and the need to do so does not necessarily constitute a "prep". When isolated situations occur that require a repeat enrollment under the same course code, the determination of an additional prep will be made in collaboration with TFL, Building Administrator, and Elective Teacher.

4. **Instructional Coaches (ICs).** Instructional coaches (ICs) will play a critical role in the success of the implementation of the new middle school master schedule, specifically during the principal-directed MTSS Directed Time.
   a. Under the guidance of the principal, ICs will attend and support the facilitation of all MTSS-directed meetings.
   b. The agendas, protocols, and support documents will be created by Teaching for Learning (TFL) for principals and ICs to turn-key and facilitate.

c. TFL will provide specific professional development on the agendas, protocols, and support documents during the instructional coach regularly scheduled meetings as needed.
d. To ensure ICs have the necessary time to engage in this work, they are not expected to respond to student discipline.
e. ICs will not provide class coverage disproportionate to other middle school teachers.
f. In the event that concerns arise regarding workload, IC, at the request of the employee or supervisor, should meet with the supervisor to establish priorities and otherwise address workload concerns. The intent of this meeting is to reach a shared understanding of work priorities and what work can reasonably be accomplished within the established work time.

5. **Unfilled Guest Teacher Plans.**
   a. During the 2025-2026 school year, the parties will actively monitor absences and associated class coverage needs required at the middle school and reconvene to problem-solve these impacts.
   b. The loss of MTSS-directed time will be treated the same as loss of plan time (Section 14.3- Payment).
   c. Site-based decision-making teams will proactively address unfilled guest teacher plans for their building
   d. For the 2025-2026 school year, area guest teacher assignments will be prioritized at the middle school level.
   e. Building overload hours can be used to enable building ESPs to accomplish the workload associated with coordinating coverage for unfilled absences.

6. **Ongoing Problem Solving.**
   a. During the 2025-2026 school year, both parties will engage in a joint survey for all MS staff members at the end of the 1st semester to gather feedback to inform possible supports needed in the 2026-2027 school year.
   b. During the 2025-2026 school year, both parties mutually agree to reconvene and problem solve and/or bargain any unforeseen and/or additional impacts related to the changes to the middle school master schedule.

7. **Duration:**
   The aforementioned provisions will be in effect until August 31, 2027 unless specifically listed otherwise in this agreement.