

MEMORANDUM OF UNDERSTANDING BETWEEN FOLEY UNITED EDUCATORS
AND INDEPENDENT SCHOOL DISTRICT #51
REGARDING THIRD PARTY OR PUBLIC ENTITY OUTSOURCING

This Memorandum of Agreement (“MOA”) is entered into by and between Foley United Educators (“Union”) and Independent School District 51 (“District”).

WHEREAS, the Union and the District are parties to a Master Agreement for the period of July 1, 2023 through June 30, 2025, (“Agreement”) which governs the general terms and conditions of employment for teachers; and

WHEREAS, the Union is the exclusive representative for the teachers employed by the District; and

WHEREAS, the District posts open teacher positions and actively works to hire teachers to fill open positions, but has been unable to hire qualified teachers for all open positions, which has resulted in understaffing; and

WHEREAS, the Union and the District recognize that there is a shortage of qualified teachers; and

WHEREAS, the District and Union acknowledge that qualified teachers are necessary to meet the needs of the students and fulfill its obligations under state and federal law; and

WHEREAS, the District will adhere to the assignment guidelines set forth in Article XVII, sections 1 and 2 of the Agreement; and

WHEREAS, when the District seeks to amend a speech language pathologist’s (“SLP”) current “Notice of Assignment” as described in Article XVI, section 1, of the Agreement after the school year has started, the District will convene a meeting of all SLPs to address the District’s needs; and

WHEREAS, the Union and the District agree that neither the practice of convening said meetings of SLPs nor anything else in this MOA affects the District’s discretion in making assignments pursuant to Article XVI, Section 1; and

WHEREAS, the District and the Union have discussed the District’s need to contract with a third-party private or public entity (“outside agency”) to obtain the services of qualified employees for open teacher positions; and

WHEREAS, the District and the Union want to avoid misunderstandings regarding the use of an outside agency.

NOW, THEREFORE, the District and the Union agree as follows:

1. Right to Contract. The parties agree that the District may contract with outside

agencies to obtain the services of qualified employees (“agency employees”) for SLP positions for the 2024-2025 school year if the District has advertised for an open teacher position for a minimum of 7 days and no qualified and acceptable candidates have applied for and accepted the position.

2. Employment Status. For all purposes and at all times, all agency employees who are assigned to the District by an outside agency will be considered to be an employee of the outside agency and not an employee of the District. As a result, the District will not pay the agency employee directly; the Agreement between the Union and the District will not apply to the agency employee; the agency employee will not be a “public employee” or a member of the bargaining unit; and the agency employee will not acquire any seniority rights, continuing contract rights, or other employment rights in the District.

3. Exceptions: Students whose disability precludes them from being served by a third party in a virtual environment due to cognitive delays or other limitations will be served by SLPs in the District. Students will be brought to the serving SLP’s therapy room. Caseloads will be balanced across all SLP teachers to prevent overload for the serving SLP per historical caseload data.

4. Expectations: SLPs will provide service to a maximum of 5 students from outside of their assigned buildings that have been deemed, by the District, to be unable to effectively engage in speech services via telehealth. SLPs required to service these students will provide speech language therapy in no more than 1 additional building beyond their assigned building with a maximum of 2 service buildings per school year.

5. Assessments: Assessments for those students receiving speech services through telehealth will be conducted in house by District-employed SLPs. The number of assessments will be split among all SLPs. Early Out days and full in-service days related to READ Act training may be used by SLPs to complete paperwork on the assessments as long as they are completed within the timeline set forth in each IEP.

6. No Precedent or Past Practice: Nothing in this MOA shall be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the Agreement between the District and the Union. No party may submit this MOA in any proceeding as evidence of a precedent or practice, other than for the enforcement of this MOA.

7. Exclusive Representative Rights. The Union does not waive and expressly reserves its right to challenge any and all District assignments of bargaining unit work under any future circumstances that the Union alleges to violate the Agreement or any applicable law. Nothing in this MOA may be deemed to establish an interpretation of the Agreement, a precedent, or a practice or to alter any established interpretation, precedent, or practice arising out of or relating to the Agreement.

8. Entire Agreement. This MOA constitutes the entire agreement between the parties relating to the subject matter described in this document. No party has relied on any

statements or promises that are not set forth in this document. The MOA controls to the extent that it conflicts with the Agreement. No changes in this MOA are valid unless they are in writing and signed by both parties.

The duration of this MOA shall stand from the date of signature to enact the agreement to the culmination of the 2024-2025 school year.

IN WITNESS WHEREOF, the parties have entered into this MOA on the dates shown below.

By signing below, each party acknowledges that it understands and voluntarily agrees to be legally bound by all terms of the MOA.

Independent School District 51 Foley United Educators

Mary Bentley Michelle Yeaman

Chairperson President

Clerk Secretary

Dated this ____ day of _____, 2024. Dated this ____ day of _____, 2024.

