

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into this _____ day of _____, 2022 by and between the Upper Arlington Education Association (“Association”) and the Upper Arlington City School District Board of Education (“Board”). The Association and the Board may be referred to as the Parties.

WHEREAS, the Association and the Board are parties to a collective bargaining agreement, the effective dates of which are July 1, 2021 through June 30, 2024 (“Agreement”);

WHEREAS, the Parties created a Workload Determination Process Task Force (“Task Force”) to create the workload determination process the parties want to use, to use the workload determination process, and to make recommendations based on the data collected; and

WHEREAS, the Task Force met on several occasions during the 2021-2022 school year and completed its work of creating the workload determination process the parties want to use; and

WHEREAS, the Parties met on April 8, 2022, to discuss the recommendations of the Task Force with regard to creating the workload determination process and implementation of ~~the~~ that recommendations for the remainder of the term of the Agreement; and

WHEREAS, the Task Force still has work to complete and will need to continue to meet to review the data collected from the workload determination process in order to make recommendations based on it; and

WHEREAS, the Parties wish to memorialize their agreement through the terms of this MOA.

IT IS NOW THEREFORE AGREED as follows:

1. SLPs at the middle school and high school levels will implement the 75/25 model, with seventy-five percent (75%) of their scheduled contractual time being utilized to provide direct services to students and twenty-five percent (25%) of their scheduled contractual time being utilized to provide indirect services to students, which includes, but is not limited to student observations, ETR and IEP paperwork, ETR and IEP meetings, and consultation with teaching staff. SLPS shall continue to set their schedule during contractual time in order to provide direct and indirect services.

SLPs at the elementary level will implement the 3:1 model with three (3) weeks of their scheduled contractual time being utilized to provide direct services to students and one (1) week of their scheduled contractual time being utilized to provide indirect services to students, which includes, but is not limited to student observations, ETR and IEP paperwork,

ETR and IEP meetings, and consultation with teaching staff. SLPs shall continue to set their schedule during contractual time in order to provide direct and indirect services.

2. Speech Language Pathologists (SLPs) will utilize the ASHA weekly workload calculator. SLPs shall receive one-half (0.5) day paid at the curriculum rate for completing the ASHA weekly workload calculator in October and one-half (0.5) day paid at the curriculum rate for completing the ASHA weekly workload calculator in February. Payment will be made on or before June 25th each school year.
3. The Task Force will meet annually each spring to designate a two (2) week window in October and a two (2) week window in February during which data will be collected and entered into the ASHA weekly workload calculator. The two (2) week window may be modified with the mutual agreement of the Task Force. The two (2) week window shall not be during the state testing window.
4. Each SLP will select one (1) specific week within each designated two (2) week window to track their individual data. When selecting the specific week that will be utilized, each SLP will target the week during which they are maximizing direct instruction.
5. The Association waives any right to file a grievance or an unfair labor practice complaining of the facts and events that gave rise to this MOA. This MOA shall not affect the interpretation of the Agreement, is based on the particular circumstances of this case and will not be used against the Association or the Board of Education as past practice or precedent.
6. This MOA shall be in effect for the 2022-2023 and 2023-2024 school years only and shall prevail over any conflicting term of the Agreement.
7. The provisions of the Agreement not altered by this MOA shall remain in full force and effect for the term of the Agreement and no other agreements shall serve to alter the provisions of the Agreement unless agreed to, in writing, between the parties hereto.

For the Board:

For the Association:

Superintendent Date

Co-President Date

Co-President Date