Memorandum of Understanding
between the
Galion Education Association,
OAPSE and Its Local #370
and
Galion City School District Board of Education

This Memorandum of Understanding ("MOU") is entered into by and between the Galion Education Association ("GEA"), OAPSE and Its Local #370 ("OAPSE") and the Galion City School District Board of Education ("Board") for the purpose of documenting the parties' agreement to continue to employ Bryce Lehman, a full-time non-exempt OAPSE employee, in the supplemental contract position of Head Golf Coach, as per the provisions of Appendix B-1, Galion Schools Index Ratio for Extra Duty Schedule, of the existing negotiated Agreement (effective August 15, 2016-August 14, 2019) ("Agreement") between GEA and the Board, for the 2017-2018 school year only.

WHEREAS, Appendix B-1 of the Agreement lists the various supplemental positions that are offered in the District; and

WHEREAS, such supplemental positions are covered under the terms and conditions of the Agreement; and

WHEREAS, Head Golf Coach is a supplemental position covered under the terms and conditions of the Agreement; and

WHEREAS, Bryce Lehman, a full-time non-exempt OAPSE employee, has held the supplemental contract position of Head Golf Coach in the District for 5 years; and

WHEREAS, the parties desire to continue to employ Bryce Lehman in the supplemental contract position of Head Golf Coach in the District for the 2017-2018 school year; and

WHEREAS, the parties desire for such employment to be consistent with all applicable requirements of the Fair Labor Standards Act;

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

- 1. Bryce Lehman a full-time non-exempt OAPSE employee, will continue to be employed in the supplemental contract position of Head Golf Coach for the 2017-2018 school year only, in accordance with Ohio Revised Code Section 3313.53(D)(2), with such contract being non-renewed at the end of the 2017-2018 golf season;
- 2. Bryce Lehman will continue to receive payment for the Head Golf
  Coach supplemental contract position in accordance with the terms
  and conditions as stated in Appendix B-1 of the Agreement, however
  such payment will be made on an hourly basis, using \$30.96 per hour
  as the hourly rate of pay for all hours actually worked in the Head Golf
  Coach position as documented on bi-weekly timesheets submitted by
  Bryce Lehman to the Athletic Director for approval and with the
  Treasurer issuing payment for all hours actually worked (including
  any/all overtime, as applicable, calculated in accordance with
  applicable rules and regulations of the United States Department of
  Labor, Wage and Hour Division, Fair Labor Standards Act) as reported

on such bi-weekly timesheets, through regular payroll for non-exempt employees;

- 3. This Memorandum of Understanding is a one-time agreement only for the 2017-2018 school year only, and shall not constitute any form of precedent, past practice, or waiver, and it shall not have a binding effect on any other aspect of the Agreement;
- This Memorandum of Understanding shall expire on August 14, 2018
   with no further action required by either party;
- 5. This Memorandum of Understanding shall not impact the Agreement between the parties in any other way;
- 6. This Memorandum of Understanding is effective upon execution.

IN WITNESS WHEREOF this Memorandum of Understanding is entered into voluntarily by its parties on this the  $31^{\rm st}$  day of May, 2017. This shall be the effective date of this Memorandum of Understanding, and this Memorandum of Understanding shall be effective on this date.

GALION EDUCATION ASSOCIATION

OAPSE AND ITS LOCAL #370

GALION CITY SCHOOL DISTRICT BOARD OF EDUCATION