Memorandum of Understanding between the 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 OAPSE and Its Local #370 ("OAPSE") and the Galion City School District Board of Education ("Board") (collectively, OAPSE & Board referred to herein as "Parties") to document the Parties' agreement to waive the specific paragraphs under Article 22, page 28.

WHEREAS, Article 22 of the Agreement discusses EPIDEMICS, "SNOW DAYS" OR PUBLIC CALAMITY; and

WHEREAS, the State of Ohio converted the calculation of school time from "days" to "hours"; and WHEREAS, the State of Ohio school hours needed is a minimum of 910 for PreK-6 and 1,001 for grades 7-12; and

WHEREAS, our school calendars establish school hours well above the state minimum thresholds;

WHEREAS, meeting or dropping below the state minimum threshold for school hours triggers "make up" time for students and staff; and

WHEREAS members of the Galion Education Association (GEA) are not held to the same language to account for time beyond day six (6); and

WHEREAS members of the OAPSE are not held accountable for time lost on days one (1) through five (5); and

WHEREAS the language in the Agreement is as follows:

All other classified employees shall be paid for time lost when the school in which he/she works is closed due to a calamity during the first five (5) days on which schools are closed for a school year.

For days six (6), seven (7) and eight (8) for all other classified employees, on such days which schools are closed due to inclement weather or other calamity during a school year, and if the Board chooses (03245230-1)

to implement blizzard bags for students for that school year, all employees have the following options to account for time on these days:

- 1) Report to work for regular contract day for regular pay, or
- 2) Make up such hours after the school year ends or otherwise in accordance with the school calendar so long as the making up of such hours does not cause the employee to work overtime in any given work week (i.e. employee can choose to make up hours during a week in which a holiday falls) unless otherwise approved in advance by the administration and in such case make-up time will be paid at time and one-half for all make-up hours, or
- 3) Choose to use personal leave, or
- 4) Choose to request a dock day, or
- 5) Other option(s) approved in advance by the administration.

When a calamity day is determined by the Board to be made up by students (i.e., any number after 5 calamity days), all other classified employees are required to work without additional compensation.

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

1. The Board and OAPSE agree to waive the below language:

For days six (6), seven (7) and eight (8) for all other classified employees, on such days which schools are closed due to inclement weather or other calamity during a school year, and if the Board chooses to implement blizzard bags for students for that school year, all employees have the following options to account for time on these days:

- 1) Report to work for regular contract day for regular pay, or
- 2) Make up such hours after the school year ends or otherwise in accordance with the school calendar so long as the making up of such hours does not cause the employee to work overtime in any given work week (i.e. employee can choose to make up hours during a week in

which a holiday falls) unless otherwise approved in advance by the administration and in such case make-up time will be paid at time and one-half for all make-up hours, or

3) Choose to use personal leave, or

4) Choose to request a dock day, or

5) Other option(s) approved in advance by the administration.

When a calamity day is determined by the Board to be made up by students (i.e., any number after 5 calamity days), all other classified employees are required to work without additional compensation.

2. OAPSE members will be paid for days six (6) and beyond as stated in the first line of the paragraph wherein the paragraph states All other classified employees shall be paid for time lost when the school in which he/she works is closed due to a calamity during the first five (5) days on which schools are closed for a school year.

3. This Memorandum of Understanding (MOU) is a one-time agreement only for the duration of this Agreement and shall not constitute any form of precedent, past practice, or waiver, and it shall not have any binding effect on any other aspect of the Agreement;

5. This MOU shall not impact the Agreement between the Parties in any other way;

6. This MOU is effective upon execution.

IN WITNESS WHEREOF this MOU is entered into voluntarily by the parties on this the 20th day of March, 2024. This shall be the effective date of this MOU, and this MOU shall be effective on this date.

OAPSE AND ITS LOCAL #370

GALION CITY SCHOOL DISTRICT

BOARD OF EDUCATION