

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") (collectively, GEA, OAPSE & Board referred to herein as "Parties") for the purpose of documenting the Parties' agreement to continue to employ non-exempt OAPSE employee in the supplemental contract position of Assistant Freshman Football, Boys Basketball Varsity Assistant and Spring Weight Training Coordinator as per the provisions of Appendix B-1, Galion Schools Index Ratio for Extra Duty Schedule, of the existing negotiated Agreement (effective August 15, 2022-August 14, 2025) ("Agreement") between GEA and the Board, for the 2023-2024 school year.

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

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

WHEREAS, the supplemental contract position of Assistant Freshman Football, Boys Basketball Varsity Assistant and Spring Weight Training Coordinator is covered under the terms and conditions of the Agreement; and

WHEREAS, non-exempt OAPSE employee has been hired for the supplemental contract position of Assistant Freshman Football, Boys Basketball

Varsity Assistant and Spring Weight Training Coordinator for the 2023-2024 contract year, when no licensed teachers either inside or outside the District expressed interest in or applied for such position; and

WHEREAS, the Parties desire for such employment to be consistent with all requirements of the Fair Labor Standards Act as applicable to non-exempt OAPSE employee performing supplemental contract duties of Assistant Freshman Football, Boys Basketball Varsity Assistant and Spring Weight Training Coordinator under the applicable terms of the Agreement;

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

1. For the 2023-2024 contract year, and in accordance with Ohio Revised Code Section 3313.53(D)(2), non-exempt OAPSE Jim Hart will be employed in the supplemental contract positions Assistant Freshman Football, Boys Basketball Varsity Assistant and Spring Weight Training Coordinator as listed in Appendix B-1 of the Agreement, noting that no licensed teachers either inside or outside the District expressed interest in or were qualified for the position;
2. Any and all compensation paid to non-exempt OAPSE employee Jim Hart employed in the supplemental contract positions of Assistant Freshman Football, Boys Basketball Varsity Assistant and Spring Weight Training Coordinator for the 2023-2024 contract year is listed in Appendix B-1 of the Agreement;

3. The compensation listed in Appendix B-1 of the Agreement will be the only remuneration provided by the District, and the member waives any right to fringe benefits or overtime;
4. All hours worked by non-exempt OAPSE employees in supplemental contract positions during the 2023-2024 contract year will be documented on bi-weekly timesheets submitted by non-exempt OAPSE employees to the Athletic Director and/or Principal for approval and with the Treasurer issuing payment for all hours worked as reported on such bi-weekly timesheets, through regular payroll for non-exempt OAPSE employees, however, in no case shall payment exceed the total amount of the Assistant Freshman Football, Boys Basketball Varsity Assistant and Spring Weight Training Coordinator supplemental contract position as stated in Appendix B-1 of the Agreement;
5. This Memorandum of Understanding is a one-time agreement only for the 2023-2024 school year only, 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;
6. This Memorandum of Understanding shall expire on August 1, 2024 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.

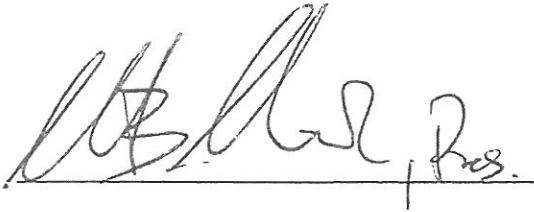
IN WITNESS WHEREOF this Memorandum of Understanding is entered into voluntarily by its parties on this the 26th day of September, 2023. This shall be the effective date of this Memorandum of Understanding, and this Memorandum of Understanding shall be effective on this date.

GALION EDUCATION ASSOCIATION

OAPSE AND ITS LOCAL #370

A handwritten signature in cursive script, reading "Shelly Barton", written over a horizontal line.A handwritten signature in cursive script, appearing to read "Adam", written over a horizontal line.

GALION CITY SCHOOL DISTRICT
BOARD OF EDUCATION

A handwritten signature in cursive script, written over a horizontal line. The signature is partially obscured by a vertical line, and the word "Pres." is written at the end.