

**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

**STATE EMPLOYMENT
RELATIONS BOARD,**

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Case No.: 2025-ULP-02-0028

Complainant,

*

**Raymond R. Geis
Administrative Law Judge**

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vs.

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**ELIDA LOCAL SCHOOL
DISTRICT BOARD OF
EDUCATION**

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Respondent,

SERB SETTLEMENT AGREEMENT

The Charing Parties Elida Education Association (“Association”) and William Kellermeyer, and the Charged Party Elida Local School District Board of Education (“Board”) (collectively the “Parties) enter into the following Settlement Agreement.

WHEREAS, the Board and the Association are parties to a current Collective Bargaining Agreement; and

WHEREAS, the Parties wish to enter into an agreement concerning SERB Case No. 2025-ULP-02-0028 which SERB issued a Finding of Probable Cause and Direction to Hearing on June 26, 2025 and Complaint was issued on November 14, 2025.

1. Attachment A is attached and entitled “Resolution to Retract a Letter of Reprimand of a Public Employee (11-2-25)”. It is a part of this Settlement Agreement and is central to this document. The Parties agree that the Board’s Resolution, adopted at the November 12, 2025 Special Board meeting shall be adopted by the Parties as their Agreement. The terms set forth in Attachment A represent the Board’s remedies to resolve the above-captioned unfair labor practice case and that those terms are enforceable pursuant to this Agreement.

2. By entering into this Settlement Agreement, all Parties represent that they have completely read all terms of this Agreement, and that they have current capacity and/or authority to enter into this Agreement.

3. The Parties to this Settlement Agreement request the State Employment Relations Board construe this Settlement Agreement as a motion to dismiss the Charge(s) and/or Complaint(s) in this or these matter(s) with prejudice and/or the Charging Parties in each case requests the Charge(s) to be withdrawn with prejudice.

4. The Association agrees to dismiss the pending grievance filed on Mr. Kellermeyer's behalf.

5. There will be no reprisals against any bargaining unit member as a result of: (a) this agreement, (b) participation in any grievance or SERB matter, (c) the events giving rise to this agreement.

6. This Settlement Agreement and its Attachment contain the entire agreement between the Parties as to the matters set forth in this case. There are no other understandings or agreements between the Parties in relation to this case, oral or otherwise, except as expressly set forth herein.

7. This agreement is subject to ratification by both the Association and the Board. Both parties will recommend ratification and hold a vote within 14 days of this agreement being executed by the first party. In the event ratification fails, the parties may pursue their respective legal remedies in relation to all court actions, grievances and unfair labor charges without waiver of any arguments or remedies.

8. By entering into the Settlement Agreement and except as expressly set forth in Attachment A, the Association and the Board make no admissions or waivers against interest, either with respect to matters of fact or matters of law.

9. The terms of this agreement may be enforced under the provisions of the parties' grievance and arbitration procedures set forth in the collective bargaining.

For the Charging Party Elida Education Association

Date

For the Charging Party William Kellermeyer

Date

For the Charged Party

Date