

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into between the Elida Education Association ("Association") and the Elida Local School District Board of Education (the "District" or "Board").

WHEREAS, the Board and the Association are currently parties to a negotiated collective bargaining agreement with a term of July 1, 2025, through June 30, 2028, (the "CBA"); and

WHEREAS, the Association has filed a grievance pursuant to Article XV of the CBA regarding the Athletic Director position recently posted and filled as an administrative position by the Board (the "Grievance"); and

WHEREAS, the Association has also filed an Unfair Labor Practice Charge (Case No. 2026-ULP-04-0094) with the Ohio State Employment Relations Board (the "Charge") regarding the same matter;

WHEREAS, the Board and the Association (collectively, the "Parties") have engaged in negotiation to resolve these disputes in good faith, and in order to avoid the time, expense, distraction, and acrimony of protracted litigation, it is now their intention to effect a full, final, and complete settlement of these disputes between them which were or could have been asserted regarding this matter up to the time and date the last of the Parties sign this Agreement;

NOW, THEREFORE, in consideration of the promises and covenants herein set forth, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **No Admission of Liability.**

Nothing in this Agreement shall be construed as an admission of liability or wrongdoing by the Board, its members, officers, or employees, who expressly deny any misconduct, wrongdoing, or liability.

2. **Dismissal of Pending Matters and Release.**

- a. The Association agrees that upon execution of this Agreement, the Grievance and any public records or other requests associated with the Grievance or these matters is withdrawn.
- b. The Association further agrees that within ten (10) calendar days of Board approval of this Agreement, the Charge shall be withdrawn with prejudice. The Association further represents and warrants that there are currently no other complaints, claims, or charges the Association has filed with any Court or entity regarding this matter.

- c. The Parties agree that this Agreement fully and completely resolves the Grievance and the Charge, and, except as necessary to enforce this Agreement, the Association further waives any and all rights to file, and agrees not to file, prosecute, or pursue any cause of action, charge, complaint, grievance, unfair labor practice, or lawsuit in any forum against the Board or its past or present employees or Board members, for any reason related to or arising out of the facts and/or circumstances involved in this dispute or the action to be taken pursuant to this Agreement.

3. Bargaining Unit.

- a. The Parties agree that the position of "Athletic Director" is deemed to be a non-bargaining unit position and will be an administrative position to be posted and filled as an administrative position by the Superintendent, or designee.
- b. The Parties further agree that to the extent the Board posts or fills a "Dean of Students" position, such position shall be a bargaining unit position subject to the posting and filling procedures set forth in the CBA.
- c. The bargaining unit, as it exists upon the execution of this Agreement, shall not be unilaterally modified by action of the Board.
- d. Nothing in this Agreement shall require the Board to post or fill any position when it determines to otherwise leave a position vacant.

4. Supplemental Changes.

- a. The Parties agree that the first "NOTE" in Article 22.02 of the CBA (bottom of page 21) shall be rescinded and restated as follows:

NOTE: The Elida Board of Education reserves the right to offer, change the category to remove from or add to any supplemental on/from the list, provided that at least ten (10) working days prior to the Board taking such action, the Superintendent, or designee, provides written notice to the Supplemental Review Committee (SRC). The Superintendent consider the SRC recommendations and, if requested, will meet with the SRC prior to recommending the changes to the Board.

- b. The Parties further agree that the reductions to the Supplemental Salary Schedule set forth in the second "NOTE" in Article 22.02 of the CBA (bottom of page 22), are rescinded effective for the 2026-2027 and 2027-2028 school years.

5. Construction of this Document.

It is hereby agreed that should this Agreement be construed by any court, it shall be construed and interpreted in accordance with the laws of the State of Ohio. The Parties agree that the grievance procedure set forth in Article XV shall be the exclusive method of enforcement of, and/or resolution of any disputes related to, this Agreement. The Parties further agree that this Agreement is the product of negotiations between the Parties and shall not be construed in favor of or against any party by virtue of any party's role in the drafting of this Agreement or any provisions of this Agreement.

6. Entire Agreement.

This Agreement represents the entire agreement and understanding between the Parties concerning the language set forth herein and therein. There are no undertakings, understandings, promises, or conditions concerning the language set forth herein that are not set forth in this Agreement. The Parties acknowledge that they have not relied upon representations or statements made by the other Parties to this Agreement that are not specifically set forth herein. This Agreement may only be amended by way of a written document executed by both Parties.

7. Acknowledgments.

The Parties acknowledge that they are entering into this Agreement and signing this Agreement voluntarily and of their own free will and that they had full and adequate opportunity to review the terms of this document with legal counsel prior to executing the Agreement. The Parties acknowledge that they are fully aware of the legal and binding effect of this Agreement. The Parties further acknowledges that they fully and completely understand all terms of this Agreement.

Signatures on following page.

IN WITNESS WHEREOF, the undersigned parties have read and understand the binding effect of this Agreement, and specify that each person signing below has the proper and legal authority to be bound by its terms, pending final approval by the Board:

FOR THE ASSOCIATION:

William Kellermeyer, President

Date

FOR ELIDA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:

Joel Mengerink, Superintendent

Date

Board Approved: _____

Association Ratification: _____