



11-MED-03-0387
K27635

STATE EMPLOYMENT
RELATIONS BOARD

2548-01
Millcreek-West Unity Local Schools
1401 W. Jackson St.
West Unity, Ohio 43570

2013 JUL 22 P 1:43

MEMORANDUM OF UNDERSTANDING

BETWEEN

Millcreek-West Unity Local Schools Board of Education

And

Millcreek-West Unity Teachers Association

Board of Education
Ronald F. Baker, Pres.
Sarah Carothers, V.P.
Roger Detwiler
Robert Maneval
Brian Wieland

Superintendent
Dr. Robert A. Smith
419-924-2366 ext 2322
Option 1

Treasurer
Traci J. Thompson
419-924-2366 ext 2378
Option 2

**Interim High School
Principal**
Larry E. Lang
419-924-2365 ext 2330
Option 2

Elementary Principal
Laura C. Springer
419-924-2364 ext 2351
Option 3

Fax
419-924-2367

This Memorandum of Understanding is hereby made and entered into by and between Millcreek-West Unity Local Schools Board of Education, and the Millcreek-West Unity Teacher's Association, hereinafter referred to as Association.

PURPOSE AND SCOPE:

The Memorandum of Understanding (MOU) serves to define the changes to be made on the following item:

1. The Union agrees to delete paragraph #2 (as stated below) from the Settlement Agreement between the State Employment Relations Board (SERB) and Millcreek-West Unity Local School District Board of Education, dated August 12, 2010.

The Board of Education may continue to use the services of the Northwest Ohio Computer Association (hereafter referred to as "NWOCA") "Rent-A-Tech" through the end of the 2012-2013 school year. At that time, the board will fill the Millcreek-West Unity bargaining unit position of Technology Coordinator with an employee. The Board of Education shall determine the hours and days for that position. However, following the end of the 2012-2013 school year, the Board of Education may continue to use NWOCA to provide the same services provided by it to the Board prior to April 2009.

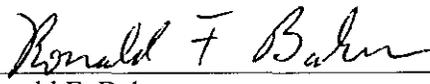
MODIFICATIONS:

Modification may be made to this MOU by written mutual consent of both parties.

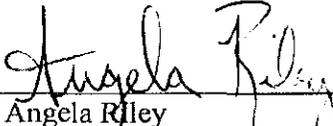
EFFECTIVE DATE AND SIGNATURE:

This MOU shall be effective upon the signature of both parties authorized officials.

Executed, this 24th day of June, 2013.



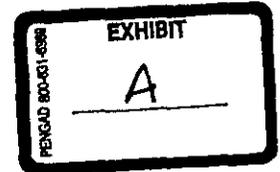
Ronald F. Baker
MWU Board of Education President



Angela Riley
MWU Teacher's Association President



Traci J. Thompson
MWU Board of Education Treasurer



**STATE OF OHIO
BEFORE THE STATE EMPLOYMENT RELATIONS BOARD**

STATE EMPLOYMENT RELATIONS BOARD

	:	Case No. 2009-ULP-07-0376
Complainant	:	Chris Young
vs.	:	Administrative Law Judge
MILLCREEK-WEST UNITY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION	:	<u>SETTLEMENT AGREEMENT</u>
Respondent	:	

The Charged Party Millcreek-West Unity Local School District Board of Education (hereafter referred to as the "Board of Education") and Charging Party/Intervenor Millcreek-West Unity Education Association, OEA/NEA (hereafter referred to as the "Association"), in resolution of the above-captioned unfair labor practice ("ULP"), hereby agree to the following:

1. The Board of Education agrees to pay to Charles "Chip" Boyer the sum of Forty Thousand Dollars (\$40,000.00), said payment to be a non-wage settlement payment. The Board of Education will make the lump sum payment in two (2) installments to Mr. Boyer, the first installment payable in August, 2010 in the amount of Twenty Thousand Dollars (\$20,000.00), and the second installment payable in January, 2011 in the amount of Twenty Thousand Dollars (\$20,000.00). The Board of Education will issue the appropriate 1099 tax form to Mr. Boyer in accordance with Federal law.

2. The Board of Education may continue to use the services of the Northwest Ohio Computer Association (hereafter referred to as "NWOCA") "Rent-A-Tech" through the end of the 2012-2013 school year. At that time, the Board will fill the Millcreek-West Unity bargaining unit position of Technology Coordinator with an employee. The Board of Education shall determine the hours and days for that position. However, following the end of the 2012-2013 school year, the Board of Education may continue to use NWOCA to provide the same services provided by it to the Board prior to April 2009.

3. The Board of Education and the Association agree to file an appropriate joint petition for unit clarification and/or a joint petition for amendment of certification with the State Employment Relations Board (hereafter referred to as "SERB") no later than June 30, 2013, to add the position of Technology Coordinator to the bargaining unit. However, nothing herein shall be construed as a prohibition to the parties negotiating a different resolution to the Technology Coordinator position prior to June 30, 2013 through the negotiations of any successor collective bargaining agreements. Should such an agreement be reached, it will be filed with SERB under this case caption.
4. The Board of Education agrees to remove all employment evaluations from the personnel file of Charles "Chip" Boyer and place those documents in another file entitled "Chip Boyer's Evaluation File". A memorandum shall be placed in the personnel file advising of the existence of the documents located in the Chip Boyer Evaluation File. Mr. Boyer reserves the right to attach a rebuttal to any and all evaluations, wherever kept.
5. For the consideration set forth herein and in full and final satisfaction of the matters resolved herein, each party, for themselves, their heirs, executors, administrators and assigns, does hereby forever release and discharge the other, their individual members, heirs, executors, administrators, agents, successors and assigns, from any liability claims, demands, controversies, damages, actions and causes of actions of any kind whether now known or herein discovered in any way related to Boyer's employment with the Board arising on or before the date of this Agreement.
6. Nothing in this Agreement shall be construed as an admission of wrongdoing on the part of either party.
7. This Agreement shall constitute the full, final and complete understanding of the parties concerning this matter. Any amendments or modifications to this Agreement shall be in writing and signed by all parties.

- 8. This Agreement is non-precedent setting without prejudice as to any future events of the same or similar nature. Nothing in this Agreement waives or limits the parties' rights, arguments or remedies with regard to any other matter or other legal, administrative or arbitration proceedings.
- 9. The parties to this Agreement jointly request that SERB construe this Agreement as a motion to withdraw the ULP charge and complaint with prejudice. The parties agree that SERB shall retain jurisdiction over this matter for purposes of enforcing this Agreement.
- 10. The Board of Education agrees that there will be no retaliation against any of the bargaining unit members or the Association for having filed or participated in pursuit of the unfair labor practice charge herein.

For the Charging Party:

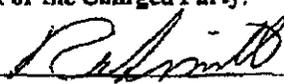

 Association President

Date 8-12-10


 Charles "Chip" Boyer

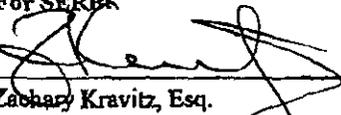
Date 8-12-10

For the Charged Party:


 Superintendent

Date 8/12/10

For SERB:


 Zachary Kravitz, Esq.
 Ohio Assistant Attorney General

Date 9/1/10

THE SIGNATURE OF THE ASSISTANT ATTORNEY GENERAL CONSTITUTES ONLY A RECOMMENDATION TO SERB TO ISSUE AN ORDER APPROVING AND ADOPTING THIS AGREEMENT. THE ATTORNEY GENERAL'S RECOMMENDATION IS SUBJECT TO SERB APPROVAL.



Ennis Roberts Fischer Co., L.P.A.
Attorneys at Law

Phone: (513) 421-2540
Fax: (513) 562-4986

1714 West Galbraith Road
Cincinnati, Ohio 45239-4812

URL: www.erflegal.com

STATE EMPLOYMENT
RELATIONS BOARD

JUL 22 P 1:43

July 18, 2013

State Employment Relations Board
65 East State Street, Suite 1200
Columbus, Ohio 43215-4213

Re: Memorandum of Understanding

To Whom It May Concern:

Enclosed please find the Memorandum of Understanding between the Millcreek-West Unity Local School District Board of Education and the Millcreek-West Unity Teachers Association. The MOU was agreed to in connection with the current collective bargaining agreement between the above referenced parties effective through 2014. Please feel free to contact me should you have any questions or need further information.

Yours Truly,

A handwritten signature in black ink, appearing to read 'Ryan LaFlamme', with a large, stylized flourish at the end.

Ryan LaFlamme