

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Loudonville-Perrysville Education Association ("Association") and the Loudonville-Perrysville Exempted Village School District Board of Education ("Board") to resolve a pending grievance filed by and/or on behalf of Tyler Bates, a member of the bargaining unit represented by the Association.

WHEREAS Tyler Bates received his Master's Degree in Educational Leadership from Concordia University on August 9, 2016. Concurrently, Mr. Bates completed five (5) courses at VanGuard University, awarding him fifteen (15) credit hours completed on June 11, 2016; and

WHEREAS Mr. Bates completed a salary change request on August 13, 2016, requesting to be placed at the Master's+15 level of the Salary Schedule adopted and set forth in the Collective Bargaining Agreement (the "CBA") between Loudonville-Perrysville Board of Education and Loudonville-Perrysville Education Association; and

WHEREAS Board Policy 3411 – Placement on Salary Schedule, provides that "[t]he Board of Education retains the authority to specify the salary of new teaching positions and to determine the credit to be awarded for placement on the District's teacher salary schedule, in accordance with any applicable terms in the negotiated agreement." and

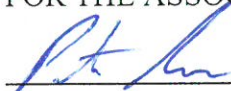
WHEREAS The Board maintains its position and past practice that a teacher may be placed at the Master's+15 level where the teacher receives fifteen (15) credit hours after the award of the Master's degree; and

WHEREAS The Association maintains its position that a past practice does not exist, and that the CBA and relevant Ohio statute do not provide the restriction that fifteen hours must be earned following the awarding of a Master's Degree as the Board maintains.

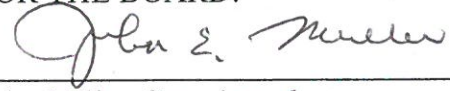
NOW, THEREFORE, the parties agree as follows:

1. Mr. Bates will be placed on the Masters+15 level of the Salary Schedule, effective August 22, 2016.
2. This MOU voluntarily and fully resolves the grievance dated August 29, 2016 filed by Tyler Bates. Upon the execution of this MOU, the grievance shall be deemed withdrawn, with prejudice.
3. This MOU applies only to the unique circumstances described herein. The parties mutually agree this shall set no binding precedent or practice between the parties. The Association waives any and all rights to file a grievance or ULP, or to assert a claim in any other forum relating to the facts that gave rise to this MOU or the actions taken pursuant to or arising from this MOU. This MOU also shall not be admissible in any arbitration hearing, agency proceeding or other action, except one for enforcement of its terms.


FOR THE ASSOCIATION:

 10/4/16
Pete Snyder, Association President Date

FOR THE BOARD:

 10-10-16
John Miller, Superintendent Date

I acknowledge and accept the above resolution of the grievance.

 10/4/2016
Tyler Bates, Grievant Date