

**MEMORANDUM OF AGREEMENT BETWEEN NORTH CENTRAL STATE
FACULTY ASSOCIATION-AMERICAN ASSOCIATION OF UNIVERSITY
PROFESSORS AND NORTH CENTRAL STATE COLLEGE**

The North Central State Faculty Association-American Association of University Professors (“the Association”) and North Central State College (“the College”) herein memorialize the following agreement:

1. The Association is the exclusive bargaining representative of certain of the College’s employees and on behalf of those employees entered into a collective bargaining agreement with the College effective from December 17, 2008 through the 2011 Spring Term of the College’s academic year which ended on or about June 12, 2011 (“the CBA”);
2. The CBA contains a provision numbered Section 5.07 which is entitled “Disagreement” which applies to negotiations for successor collective bargaining agreements. Section 5.07 provides as follows:
 - (a) If after the sixty (60) calendar days after initiation of the bargaining process, the parties cannot reach an agreement on all issues being negotiated, either party may request, in writing, that the terms of the disagreement be submitted to the Federal Mediation and Conciliation Service (FMCS). If one party requests the services of a mediator, the other party will join in the written request.
 - (b) The mediator shall have authority to call meetings for the purpose of promoting an agreement between the parties. The mediator has no authority to bind either party to any agreement(s).
 - (c) If after thirty (30) calendar days the mediator cannot facilitate an agreement, the parties will have exhausted their contractual impasse procedure. The parties shall have the rights granted by Chapter 4117 of the Ohio Revised Code as conditioned and restricted therein.

3. The Association and the College disagree over the meaning, effect and inclusion of Section 5.07(c) into a successor collective bargaining agreement. This disagreement is the only open issue between the parties regarding the terms of a collective bargaining agreement to succeed the CBA. The Association has filed an unfair labor practice charge with the Ohio State Employment Relations Board (“SERB”) regarding the parties’ disagreement over Section 5.07(c) which has been assigned Case No. 2011-ULP-09-0240 (“the ULP Charge”).
4. In order to avoid having their disagreement over Section 5.07(c) prevent them from entering into a collective bargaining agreement to succeed the CBA, the Association and the College agree to the following:
 - (a) the Association will conduct a ratification vote of its membership on all of the terms the parties have agreed to regarding a successor CBA;
 - (b) the College will have its Board of Trustees vote on all of the terms the parties have agreed to regarding a successor CBA;
 - (c) if the votes conducted by the Association and the College result in acceptance of all of the terms the parties have agreed to regarding a successor CBA, a binding successor CBA will be in effect between the parties from the date it is ratified by both parties through the College’s Spring Term of 2014;
 - (d) The Association will continue to pursue the ULP Charge and the parties will abide by the decision of SERB (not to include any appeals to the state court system) regarding the parties’ disagreement over the meaning of Section 5.07(c).
 - (i) Specifically, if after final disposition of the ULP Charge by SERB, SERB finds that the College has committed an unfair labor

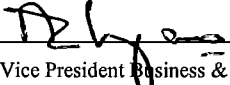
practice, Section 5.07 will not be included in the successor CBA and the parties' next round of collective bargaining agreement negotiations (including reopeners) will be subject to the statutory process set forth in the version of Ohio Revised Code Section 4117.14 (including but not limited to fact-finding) in effect as of the date of this agreement.

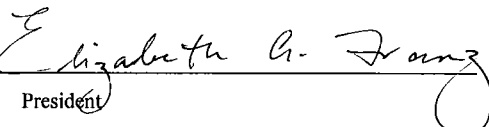
- (ii) Conversely, if after final disposition of the ULP Charge by SERB, SERB finds that the College has not committed an unfair labor practice, Section 5.07 will be included in the successor CBA and the parties' next round of collective bargaining agreement negotiations (including reopeners) will not be subject to the statutory process set forth in the version of Ohio Revised Code Section 4117.14 in effect as of the date of this agreement and fact-finding will not be required before the parties can resort to a strike or unilateral implementation.

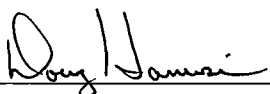
Signed at Mansfield, Ohio, this 26th day of October, 2011, by the below listed duly authorized representatives of the parties.

NORTH CENTRAL STATE COLLEGE

NORTH CENTRAL STATE FACULTY
ASSOCIATION - AAUP

BY: 
Vice President Business & Administrative Services

BY: 
President


Director, Human Resources


Grievance and Contract Administration Officer

GL105.002/SERB ULP/Memorandum of Agreement re: Section 5.07(c)