

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT
BOARD OF EDUCATION
AND
BRECKSVILLE-BROADVIEW HEIGHTS EDUCATION ASSOCIATION
AND
CLAUDIA WENSTRUP**

The Brecksville-Broadview Heights City School District Board of Education (hereafter the “Board”), the Brecksville-Broadview Heights Education Association (hereafter “BEA”), and Claudia Wenstrup (“Ms. Wenstrup”) hereby enter into this Memorandum of Understanding related to Ms. Wenstrup and the application of Section 20(D)(5) “Sick Leave Pool” of the Collective Bargaining Agreement (“Agreement”) between the Board and the BEA.

WHEREAS, Ms. Wenstrup has informed the Board of her intention to retire at the end of the 2014-15 school year; and

WHEREAS, Ms. Wenstrup shall be on paid sick leave for the duration of her employment during the 2014-15 school year; and

WHEREAS, Ms. Wenstrup does not have enough sick leave days accumulated to allow her to remain in a paid status for one hundred and twenty (120) days of service ; and

WHEREAS, the parties to this agreement desire for Ms. Wenstrup to be able to retire from the district upon the completion of one hundred and twenty (120) days of service with STRS; and

WHEREAS, Ms. Wenstrup will need to be granted a number of sick days in excess of the thirty (30) day limit as defined in the Agreement in order to retire with one hundred and twenty (120) days of service with STRS,

THEREFORE, the parties agree as follows:

1. Ms. Wenstrup shall begin the 2014-2015 school year on paid sick leave.
2. Whereupon Ms. Wenstrup exhausts her accumulated sick leave, the Superintendent shall approve a donation of days from the Sick Leave Pool so as to allow Ms. Wenstrup to remain in a paid status for one hundred and twenty (120) days.

3. By signing this agreement Ms. Wenstrup agrees to retire from the district after completion of one hundred and twenty (120) days of service with STRS.
4. This Memorandum of Understanding serves as Ms. Wenstrup's irrevocable notice of retirement from her position after her one hundred and twentieth (120th) day of employment and neither Ms. Wenstrup nor the BEA will have or pursue any recourse under the Agreement or the Ohio Revised Code or other federal or state law to alter the terms of this Memorandum.
5. The Parties agree this Memorandum of Understanding is not precedent setting and is not to be referenced or relied upon in any other matter, regardless of whether other matters present similar circumstances.

BRECKSVILLE-BROADVIEW
 HEIGHTS CITY SCHOOL DISTRICT
 BOARD OF EDUCATION

BRECKSVILLE-BROADVIEW
 HEIGHTS EDUCATION
 ASSOCIATION

Date: _____

Date: _____

CLAUDIA WENSTRUP, on her
 own behalf and on behalf of her
 heirs, family members and agents

Date: _____