

**Memorandum of Understanding**

This Memorandum of Understanding (MOU) is entered into by and between the Buckeye Local Schools Board of Education (Board of Education) and the Buckeye Education Association (Association) this 21<sup>st</sup> day of April, 2015.

WHEREAS, the Board of Education and Association have entered into a Collective Bargaining Agreement which is effective from July 1, 2014 through June 30, 2016 ("Agreement"); and

WHEREAS, the parties desire to enter into an understanding related to the terms and conditions of employment for bargaining unit members who retire from the district and are subsequently rehired.

NOW THEREFORE, IT IS HEREBY AGREED by and between the Board of Education and the Association that the following language is intended to modify the Agreement:

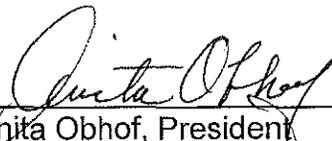
1. Upon the Superintendent's recommendation and at the Board's sole discretion, a member who retires from the District may be offered a subsequent one (1) year limited contract beginning at Step 5 of the salary schedule recognizing the member's hours beyond their degree. That contract shall automatically expire at the end of that contract year without the need for further Board action. Except as otherwise reflected in this MOU, the member shall have all the rights and responsibilities of any other bargaining unit member under the Agreement during this year of reemployment.
2. Upon the Superintendent's recommendation and at the Board's sole discretion, a retired/rehired member may be offered a subsequent one (1) year limited contract beginning at Step 6 of the salary schedule recognizing the member's hours beyond their degree. That contract shall automatically expire at the end of that contract year without the need for further Board action. There will be no consideration for re-employment of a retired/rehired member beyond the second one year limited contract. Except as otherwise reflected in this MOU, the member shall have all the rights and responsibilities of any other bargaining unit member under the Agreement during the second year of reemployment.
3. The Superintendent's recommendation and Board's consideration of that recommendation will be based upon the needs of the District and may take into consideration various factors that may include, but are not limited to, the member's teaching performance, the availability of highly qualified candidates (internal and external), and/or any unique training or skills of the candidates. There is no guarantee that any retired member will be rehired under this MOU, and if the Superintendent and/or Board do not support the rehiring of the member, the member will not be permitted to rescind the member's resignation for retirement purposes.
4. The Board will comply with all hearing and notice requirements under Ohio law and STRS regulations in determining whether to rehire a retiree under this MOU.

5. Retirement is considered a break in service for seniority purposes. Therefore, seniority for retired/rehired members will be zero (0) upon such reemployment and any subsequent reemployment.
6. Because they have already retired, there will be no severance pay available for members employed by the Board after service retirement.
7. The contract of employment for all retired/rehired members will be for one (1) year and is automatically non-renewed at the conclusion of that year, and this paragraph is intended to constitute full notice of such non-renewal without the need for compliance with ORC 3319.11 and 3319.111 or Articles VII, X(G), and XVI (and the MOUs related to the evaluation procedures) with regard to notice, evaluation or any other prerequisite to non-renewal. Similarly, if the member is reemployed at the discretion of the Board for a second year, that contract will automatically non-renew at the conclusion of the year, without the need for compliance with ORC 3319.11 and 3319.111 or Articles VII, X(G), and XVI (and the MOUs related to the evaluation procedures) with regard to notice, evaluation or any other prerequisite to non-renewal. Neither will such member be eligible to challenge such automatic non-renewal in any manner or form. The provisions/protections of ORC 3319.11 and 3319.111 or Articles VII, X(G), and XVI (and the MOUs related to the evaluation procedures) of this Agreement as to such members, are expressly waived. The retired/rehired member will not be eligible for and expressly waives any right to eligibility for a continuing contract under ORC 3319.08 or the Agreement. For purposes of these members, the parties specifically agree that this provision supersedes and takes the place of ORC 3319.11 and 3319.111. Nothing herein shall be construed to prohibit the observation and/or evaluation of a retired/rehired member and those members will be evaluated in accordance with Ohio law and the MOUs entered into between the parties.

IT IS FURTHER AGREED that this MOU is intended to supersede any conflicting language of the Agreement as it relates to matters involving bargaining unit members who have retired from the District and are rehired in accordance with the terms of this MOU.

For the Association

For the Board of Education

BY:   
Anita Obhof, President

BY:   
Thomas P. Diring, Superintendent