



# BUCKEYE

LOCAL SCHOOL DISTRICT  
A S H T A B U L A , O H I O

Patrick E. Colucci, Sr., Superintendent  
Kassandra Brand, Treasurer

3436 Edgewood Drive • Ashtabula, OH 44004  
Phone: 440.998.4411 • Fax: 440.992.8369

## Exhibit B

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this 20<sup>th</sup> day of May, 2025 by and between the Buckeye Local School District (“Board” or “District”) and the Buckeye Education Association (“Association” or “BEA”) (collectively the “Parties”).

**WHEREAS**, the Board and the Association are parties to a collective bargaining agreement for the period of July 1, 2024 through June 30, 2027 (“Negotiated Agreement”);

**WHEREAS**, the Board and the Association recognize that there is a need to modify Article XIV, letter G of the collective bargaining agreement. An employee does not need to have ten (10) or more years of Buckeye Local School service to receive severance pay.

**THEREFORE**, the Parties agree as follows:

An employee who has had ten (10) or more years of **service at Buckeye Local Schools and/or another political subdivision** and retires under a state retirement system (e.g. STRS), or dies, shall receive severance pay that is equal to the value of twenty-five percent (25%) of his/her accumulated but unused sick leave capped at seventy-seven and a half (77.5) days.

If the retiring employee is on less than full-time schedule at the time of retirement the calculation of the days due is to be based on the average workday during the year immediately preceding the effective date of retirement. If the retiring employee has been on an unpaid leave of absence, the per diem rate for purposes of calculating severance pay shall be based on the last year of active employment.

The calculation of severance pay shall be made on the basis of each eligible teacher’s regular daily base rate of compensation at the time of retirement. Excluded from such calculations shall be annual differentials, shift differentials, all premium payments, regularly scheduled overtime, and all other forms of additional supplemental compensation.

The receipt of severance pay shall eliminate and forever cancel all future claims to all sick leave accumulated but unused by the teacher at the time of retirement.

The payment of severance pay shall be made only once to any teacher. Such payment shall be made within 30 days of the effective date of the teacher’s retirement under a state retirement system. For teachers who are not subject to the mandatory deferral of severance pay in Paragraph H, below, severance pay may be deferred to an annuity contract or custodial account that is tax-qualified under section 403(b) of the Internal Revenue Code if it is permissible to do so under applicable law and the terms of the School District’s Section 403(b) Plan.

Severance pay will be paid to the spouse or estate of the teacher in the event of that teacher’s death.

For the Association

For the Board of Education

BY: \_\_\_\_\_  
Association’s President

BY: \_\_\_\_\_  
Buckeye Local Superintendent