

MEMORANDUM OF UNDERSTANDING

Representatives of the Wilmington City School District Board of Education (“Board”) and the Wilmington Education Association (“WEA”) met on February __, 2015, for the purpose of addressing language in their collective bargaining agreement, effective July 1, 2014 through June 30, 2017, Article 32., paragraph D., that has or may become inconsistent with rules and regulations of the State Teachers’ Retirement System (“STRS”). As a result, the parties hereby agree as follows:

1. Article 32, Section D., shall be amended to read, in its entirety:

D. In the event a member resigns his/her employment with the Board for retirement purposes effective the end of the work year that he/she first becomes eligible to retire through the State Teachers Retirement System, he/she shall receive a lump sum payment equal to 35% of his/her accumulated but unused sick leave. Payment of such severance shall be at the member's daily rate of pay at the time of retirement. Any member who elects not to resign his/her employment with the Board at the end of the work year in which he/she first becomes eligible to retire through the State Teachers Retirement System shall forfeit his/her right to any payment pursuant to this provision and shall be entitled only to severance pay pursuant to Section A and B above.

Payment pursuant to this provision shall be made in the year earned.

2. All remaining provisions in Article 32, of the 2014-2017 collective bargaining agreement, shall not be affected by this Memorandum of Understanding.

FOR THE BOARD:

FOR THE WEA:

Ron Sexton, Superintendent

James Cutlip, President

Date

Date