

Memorandum of Understanding, Release, and Waiver

This Memorandum of Understanding, Release and Waiver (“Agreement”) is between the Brecksville-Broadview Heights City School District Board of Education (“Board” or “District”), the Brecksville-Broadview Heights Organization of Support Staff (“Association”) and Ms. Catherine Gaudio (“Employee” or “Ms. Gaudio”) (collectively, the “Parties”).

WHEREAS, on or about February 21, 2023, Ms. Gaudio was employed by the Board as an administrative assistant, at Step 1 of the applicable salary schedule included in the negotiated agreement (“Contract”) between the Board and the Association;

WHEREAS, the Contract includes language in Section 13.B.3 that states “[a] newly-hired regular employee may be allowed credit for job-related experience up to and including the third step. Evaluation and approval of this credit shall be made by the Superintendent/Designee.”; and

WHEREAS, Ms. Gaudio has three (3) years of job-related experience as an administrative assistant in other public school district(s) prior to be hired by the Board in February 2023; and

WHEREAS, the District would like to exercise its discretionary authority on a forward-looking basis to acknowledge Ms. Gaudio’s prior years of experience as an administrative assistant, and the Association and Ms. Gaudio is in support of the District’s determination to exercise such authority; and

NOW THEREFORE, in consideration of the mutual promises, covenants, and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereby acknowledge, the parties agree as follows:

- A. The Board of Education shall place Ms. Gaudio on Step 7 of the administrative assistant salary schedule, effective with the 2026-2027 school year, August 1, 2026 The Parties acknowledge and agree that Ms. Gaudio’s step placement shall remain unchanged for all dates prior to the 2026-2027 school year.
- B. Ms. Gaudio and the Association waive the right to bring any claim, demand, action, grievance, suit, administrative or other proceeding against the District, Board, its administrators, agents, employees, heirs and assigns (“Released Parties”) arising out of her employment in relation to her placement on any and all salary schedule(s) and/or the terms of this Agreement.
- C. Ms. Gaudio and the Association further agree not to initiate or participate in any legal action or arbitration, to the extent consistent with applicable law, against Released Parties in connection with any claims arising out of the same transaction or occurrence as the claims waived or released by her in this Agreement. Employee hereby acknowledges and agrees that she relinquishes her right to damages or recovery in connection with any case, grievance, arbitration, administrative or court proceeding arising out of or relating to the

same transaction or occurrence as any claim that is waived or released under this Agreement.

- D. This Agreement, the offer of this Agreement, and compliance with this Agreement shall not constitute or be construed as an admission by the Released Parties, or any of them individually, of any wrongdoing, liability, fault, or truth of the allegations made in any charge, demand, action, lawsuit, grievance, arbitration, or dispute of any nature. This Agreement shall not be admissible in any judicial, administrative or other arbitration, proceeding or cause of action to demonstrate Released Parties' liability or as an admission of Released Parties' liability.
- E. The Parties acknowledge that this Agreement has been voluntarily entered into of their voluntary free will, and not under any duress. The Parties declare that the terms of this Agreement have been completely read, are fully understood, and are voluntarily accepted.
- F. This Agreement sets forth the entire agreement among the Parties and supersedes any prior discussions, negotiations, or representations among them regarding its subject matter. No additions or other changes to this Agreement will be made or be binding on any Party unless made in writing and signed by each Party to this Agreement. The Parties have not been influenced to sign this Agreement by any statement or representation not contained in this Agreement.
- G. By signing below, the parties acknowledge and agree to the above terms conditions and agree to be legally bound by said terms.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date set forth below with their respective signatures.

**Brecksville-Broadview Heights City
School District Board of Education**

Employee

Superintendent (date)

NAME (date)

Treasurer (date)

**Brecksville-Broadview Heights
Organization of Support Staff**

Board President (date)

President (date)