

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered between the Pioneer Career and Technology Center Board of Education ("Board"), Jane Knight ("Knight") and the Education Association of Pioneer ("Association"). The sole purpose of this MOU is to reflect the parties' recognition of Knight's retirement from STRS and eligibility for a severance payment. The terms of this MOU apply to this unique situation only and will not apply to any other member of the Association. The parties understand and agree that:

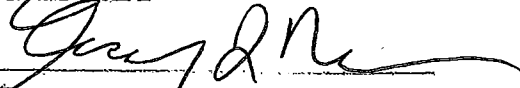
1. Knight is a member of STRS and elected to participate in a Defined Contribution Plan pursuant to the regulations contained in Ohio Administrative Code Section 3307:2-5-02(B), which address teachers retiring under a Defined Contribution Plan.

2. OAC 3307:2-5-02(B) states as follows:

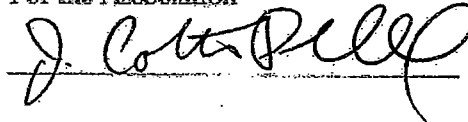
Application may be made for a retirement benefit by a participant who has attained at least fifty years of age, as follows: (1) Retirement shall be effective on the first of the month following the later of termination of covered teaching service or the first application for a distribution received by the retirement system. (2) Membership in the retirement system shall terminate as of the effective date of retirement. On and after that effective date, the participant shall be a superannuate as defined by section 3307.01 of the Revised Code as of that date. (3) Subject to the requirements of section 3307.87 of the Revised Code and Chapter 3307:2-5 of the Administrative Code, the participant shall elect on the application to take all of the balance of the defined contribution account in a lump sum payment, or to elect a plan of payment pursuant to rule 3307:2-5-09 of the Administrative Code.

3. According to the attached Affidavit, Knight has fulfilled the requirements set forth in OAC 3307:2-5-02(B).
4. Section 811 of the Negotiated Agreement between the Board and Association describes eligibility for severance payments.
5. The parties agree that Knight is "eligible for retirement under the provisions set by the STRS," specifically OAC 3307:2-5-02(B). In addition, Knight meets the remaining eligibility requirements under Section 811 of the Negotiated Agreement for a severance payment.
6. Considering the information set forth above, and as contained in the attached Affidavit, the Board will pay Knight a severance payment, in accordance with Section 811 of the Negotiated Agreement.

For the Board


Jane Knight

For the Association



AFFIDAVIT OF JANE KNIGHT

COUNTY OF HOLMES) SS:
STATE OF OHIO)

I, Jane Knight, of lawful age, being first duly sworn, upon oath deposes and states the following:

1. I have been a teacher at the Pioneer Career and Technical Center since August, 2001 and in or about November, 2017, submitted my resignation for purposes of retirement effective as of the end of the day on May 31, 2018.
2. I am a member of the State Teachers Retirement System, and am enrolled in the Defined Contribution Plan.
3. On June 20, 2018, I applied for retirement via withdrawal of my account funds through STRS pursuant to OAC 3307:2-5-02(B).
4. I am over the age of fifty (50) years old.
5. It is my intention to be retired from the teaching field and to be considered a superannuate as defined by section 3307.01 of the Revised Code, as indicated in OAC 3307:2-5-02(B).

Affiant further sayeth naught this 26 day of July, 2018.

Jane Knight
Jane Knight, Affiant

ACKNOWLEDGMENT

STATE OF Ohio)
COUNTY OF Ashland) SS:

The foregoing instrument was affirmed/sworn to before me and subscribed and acknowledged in my presence by Jane Knight, this 26 day of July, 2018, said individual acknowledging that all of the statements contained in this Affidavit are true as he/she verily believes.



SHARON M. EDGELL
NOTARY PUBLIC
STATE OF OHIO
My Commission
Expires Nov 16, 2020

NOTARY PUBLIC: Sharon M. Edgell
Commission expires: Nov 16, 2020