

**MEMORANDUM OF UNDERSTANDING**  
Between the  
Galion Education Association  
and the  
Galion City School District Board of Education

On this 30 day of May, 2019, ("Effective Date") it is hereby agreed as follows:

WHEREAS, the Galion Education Association ("GEA") and the Galion City School District Board of Education ("Board") are parties to a negotiated Agreement, the terms of which are in effect from August 15, 2016 through August 14, 2019 ("Agreement"); and

WHEREAS, Article X, Salary and Fringe Benefits Related to Salary, Section C., Severance, of the Agreement contains the terms and conditions applicable to payment of severance to eligible members of the GEA bargaining unit; and

WHEREAS, John Denoon is a member of the GEA bargaining unit; and

WHEREAS, Mr. Denoon has submitted documentation to the Treasurer reflecting his intent to withdraw the funds to his credit in his Defined Contribution Plan with the State Teachers Retirement System ("STRS"), and to withdraw said funds in accordance with rules applicable to same as promulgated by STRS; and

WHEREAS, the provisions of Article X, C., in regards to eligibility for severance pay for GEA bargaining unit members states, in pertinent part, that: "a Galion City School District member with ten (10) or more years of public service who elects in writing to retire through STRS from active service is to be paid one-fourth (1/4) of the value of his/her accrued but unused sick leave credit to a maximum of sixty-five (65) days"; and

WHEREAS, despite the fact that the documentation submitted by Mr. Denoon to the Treasurer does not indicate that Mr. Denoon is electing to retire through STRS from active service, both the GEA and the Board recognize under rules promulgated by STRS that Mr. Denoon may in fact retire by withdrawing the funds to his credit in his Defined Contribution Plan with STRS, thus the Parties desire to create a one-time exception to the application of eligibility terms for severance under Article X, Section C., in this case;

THEREFORE BE IT RESOLVED AND AGREED by the Parties as follows:

- 1) For the 2018-2019 contract year only, the Board and the GEA agree that John Denoon's withdrawal of funds to his credit in his Defined Contribution Plan with STRS shall count for purposes of retirement as that term is used in Article X, Section C., of the Agreement;
- 2) Accordingly, the Treasurer will issue severance pay to Mr. Denoon in accordance with the remaining provisions of Article X, Section C., of the Agreement;

BE IT FURTHER RESOLVED AND AGREED that the terms of this Memorandum of Understanding are non-precedent setting, and do not apply to any other provisions of the Agreement;

BE IT FURTHER RESOLVED AND AGREED that this Memorandum of Understanding is a one-time agreement only between the Parties to address the particular facts and circumstances as set forth herein;

BE IT FURTHER RESOLVED AND AGREED that the terms of this Memorandum of Understanding represent the entire agreement by and between the Parties and any other claimed verbal or informal understandings are hereby null and void and shall have no further force or effect either on the written terms contained in this Memorandum of Understanding or otherwise.

**GALION EDUCATION ASSOCIATION**

**GALION CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

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**DATE**

**DATE**

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