

## EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into between the Wapakoneta City Schools Board of Education (the “Board”) and Klayton Hilleary (“Mr. Hilleary”).

WHEREAS, Mr. Hilleary and the Board have determined that it is in the best interest of each of them to resolve all concerns by entering into this Agreement; and

NOW, THEREFORE, in consideration of and for the mutual promises and covenants contained herein, and for good and valuable consideration and mutual promises, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Upon execution of this Agreement, Mr. Hilleary offers and the Board accepts his voluntary resignation of and from his employment with the Board for personal reasons, effective at the conclusion of Mr. Hilleary’s 2020-2021 contract year (*August 31, 2021*) by the attached letter labeled “Exhibit A.” A duplicate of said letter without the label “Exhibit A” will be placed in Mr. Hilleary’s personnel file. The Board will rescind its March 23, 2021 vote on the Resolution concerning Mr. Hilleary’s employment in its entirety and will accept Mr. Hilleary’s resignation for personal reasons effective August 31, 2021. In express reliance upon the mutual promises set forth herein, Mr. Hilleary hereby agrees to withdraw his request for a hearing under R.C. 3319.16 to challenge said Board action, and also hereby agrees to withdraw his pending grievance/arbitration. Mr. Hilleary shall take action to effectuate said withdrawals within ten (10) days of the effective date of this Agreement. Both parties agree that all pending matters regarding/challenging Mr. Hilleary’s employment are fully and finally settled and resolved through this Agreement.
2. The Board shall reimburse Mr. Hilleary in the amount of \$4,431.76 for the cost of health insurance benefits incurred by Mr. Hilleary from April, 2021 through end of the month of August, 2021. This payment shall be made as a non-wage based lump sum not subject to withholdings. The Board will provide Mr. Hilleary with the appropriate notices to allow him to elect continuation of benefits under the Consolidated Omnibus Budget Reconciliation Act of 1986 (“COBRA”) following termination of insurance on August 31, 2021.
3. The Board agrees to pay Mr. Hilleary 11% of his sick day balance at his 2020-21 per diem rate as of the last day of the 2020-21 school year, which payment the parties agree shall be equal to \$8,166.04. Mr. Hilleary shall retain the remainder of his accrued sick leave balance. The lump sum pay shall constitute wages and the usual and customary deductions will be made.
4. The Board shall pay Mr. Hilleary the amounts specified in paragraphs 2-3 above, by direct deposit to Mr. Hilleary in the first payroll following the execution date of this Agreement.
5. Within thirty (30) days of the effective date of this Agreement, the Board will pay to the State Teachers Retirement System of Ohio the amount necessary to purchase 3.0 years of

service credit for Mr. Hilleary from the State Teachers Retirement System of Ohio, up to a cost of not more than \$38,000.00. Mr. Hilleary may, at his option and cost, elect to purchase his remaining available service credit.

6. The Board shall provide Mr. Hilleary with a mutually agreed upon letter of reference drawn from his evaluations, attached hereto as "Exhibit B," which shall be placed in his personnel file. In communications with third parties, the Board's employees, agents and representatives will not make statements inconsistent with or in addition to the contents of Exhibit B. This paragraph does not preclude other administrators from giving their own recommendations at Mr. Hilleary's request.
7. The Board agrees that it will not oppose or contest Mr. Hilleary's application for unemployment compensation benefits made after August 31, 2021.
8. Any and all records, documents or information ("records") referencing or related to the matter giving rise to this Agreement, shall be removed from Mr. Hilleary's personnel file and placed in a separate file except as required by law. Neither said records, nor this Agreement, nor any drafts or copies of the same, shall be retained by the Board in Mr. Hilleary's personnel file or in any other Board file identified by Mr. Hilleary's name. Mr. Hilleary's resignation letter and the Board's written employment reference are the only documents to be placed in Mr. Hilleary's personnel file. The terms of this Agreement shall be kept confidential except as may be compelled under R.C. 149.43, compelled under law, or except by Mr. Hilleary to his attorneys, financial advisors, or spouse. If inquiries are made of the Parties to this Agreement regarding the agreement or settlement, that Party will state that a mutually satisfactory resolution was reached and shall not further characterize this settlement. This does not modify the Board's obligations under Paragraph 6 of this Agreement.
9. The parties will prepare a joint statement regarding this Settlement Agreement and Mr. Hilleary's resignation.
10. Mr. Hilleary shall not make any false or defamatory comments regarding the Board, Board members, Board decisions related to this matter related to this matter. The Board shall not make any false or defamatory comments regarding Mr. Hilleary.
11. Neither the terms of this Agreement, nor the fact of its execution, nor its timing constitute admission by any party. This Agreement sets no precedent.
12. For the consideration set forth herein, and as a material inducement to the Board to enter into this Release and Separation Agreement, Mr. Hilleary, on behalf of himself, his representatives, heirs, agents, and assigns, hereby waives, releases, and forever discharges the Board and each of its members, administrators, and representatives from any and all claims, liabilities, suits, charges, grievances, and complaints, which he currently has against any or all of such persons arising from or in connection with his employment by and with the Board and his resignation therefrom, whether now known or unknown to him and whether assertable before a federal or state court, administrative agency, arbitrator, or in any other forum.

13. Pursuant to the Age Discrimination Act of 1967, as amended, with specific reference to Title 29 U.S.C. 626(f):

- a. All parties agree and acknowledge that they have been represented by a person of their choice in arriving at this Agreement. They have been, or hereby are, advised to consult an attorney prior to signing this Agreement and that the signing of this Agreement is voluntarily done on their part and done with the full knowledge of the content of the Agreement.
- b. Further, Mr. Hilleary acknowledges that he is entitled to a period of at least twenty-one (21) days from which to consider the execution of this Agreement and that he hereby knowingly, intelligently and voluntarily waives entitlement to said twenty-one (21) day period. Additionally, Mr. Hilleary has been advised that for a period of seven (7) days from the signing of this Agreement by him, he may revoke the Agreement and the Agreement shall not be enforceable or effective until this revocation period has expired.

14. Mr. Hilleary acknowledges that he was provided with the opportunity to consult with an attorney before signing this Agreement; that he has carefully read all of the provisions of this Agreement; that he has had adequate time to review the Release and Waiver contained herein; that he has had the complete Agreement explained to him; and that he fully understands all of the provisions of the Agreement.

15. The Board, on behalf of itself and each of its individual Board members, and all Board administrators, representatives, agents, attorneys, successors, and assigns, hereby reciprocally, releases, acquits and forever discharges Mr. Hilleary, his attorneys, heirs, assigns, successors, executors, administrators, and personal representatives of and from any and all claims of any nature whatsoever, in any forum, whether known or unknown, that the Board may have arising from or in any way related to Mr. Hilleary's employment with the Board, including his separation from employment, from the beginning of time up to and including the date of this Agreement. This paragraph shall not apply to any claims related to a breach of this Agreement, or to any claims arising after the execution of this Agreement. The parties intend this reciprocal release of claims to be identical in scope and breadth to Mr. Hilleary's release of claims in regard to the Board.

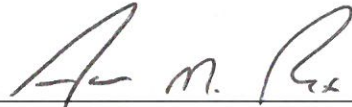
16. Nothing in this release or Agreement requires Mr. Hilleary to:

- (1) Waive rights or claims that may arise after the date this Agreement is executed;
- (2) Waive rights or claims related to a breach of this Agreement;
- (3) Waive rights or claims under Ohio Unemployment or Workers Compensation laws; or
- (4) Waive rights or claims that may not, as a matter of law, be waived.



17. This Agreement shall be interpreted, enforced, and governed by the laws of the State of Ohio. If any part of this Agreement shall be deemed invalid or unenforceable for any reason, all remaining parts shall remain binding and in full force and effect.
18. The Parties hereto affirm the only consideration for their execution of this Agreement is expressly stated herein and no other promises or agreements of any kind have been made by or between them or their counsel, or by any other person or entity whatsoever, to cause any of them to sign this Agreement. This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understanding, whether oral or written.
19. This Agreement may be executed by one or more counterparts, each of which will be deemed an original.

In consideration of the mutual promises and consideration set forth herein, the Board and Mr. Hilleary, intending to be legally bound hereby, apply their signatures voluntarily and with full understanding of the terms of this Agreement.

 8/18/21  
\_\_\_\_\_  
Authorized Agent /Date  
Wapakoneta City Schools  
Board of Education

  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Klayton Hilleary /Date

\_\_\_\_\_  
Witness