

RELEASE & SEPARATION AGREEMENT

WHEREAS, Rick Hosler ("Employee") has served the Blanchester Local School District Board of Education ("Board") as an administrator; and

WHEREAS, there is mutual interest by both parties to amicably end Employee's employment with the Board;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and agreements performed as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby agree as follows:

1. On or before April 20, 2018, Employee shall deliver to the Treasurer this executed Agreement and his irrevocable letter of resignation from all employment with Blanchester Local School District, including his continuing teaching contract. Said resignation shall take effect at the close of the business day on July 31, 2018. Employee's letter of resignation shall be accepted by the Board at its May 21, 2018 meeting.
2. Employee shall remain on administrative leave for the remainder of his contract and is to remain off all Board property for the remainder of his contract term.
3. Employer, its Board, officers, administrators, employees, agents and representatives shall report Employee to the Ohio Department of Education Office of Professional Licensure and Employer should the law require it do so, if Employer is required to Report Employee's conduct, it will notify Employee in writing that it is making a report. Employer shall notify Employee within two days of making report, that it has made a report to the Ohio Department of Education.
4. Employee shall not enter any Board property, at any time, nor shall employee attend any Board sponsored events, so long as Dean Lynch is an employee of the Board or for the duration of every current Board member's term, whichever is longer.
5. Employee shall not apply for any future employment with the Board.
6. For the consideration set forth herein, and as a material inducement for the Board to enter into this Agreement, Employee, for himself, his heirs, executors, administrators, successors and assigns, hereby releases and forever discharges the Blanchester Local School District Board of Education and its past, present and, future Board members, officers, administrators, employees, agents, and representatives from any and all liability, claims, demands, controversies, damages, actions and causes of actions of whatever kind or nature, including but not limited to the Federal Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, Title VII of the Civil Rights Act of 1964, and all other state and federal laws arising out of or related to Employee's employment with the Board as a building principal prior to the effective date of this Agreement, whether now known or hereafter discovered. Employee further agrees not to file any charges, complaints, claims or causes of

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action of any kind or nature against the Board, any of its past or present Board members, administrators, employees, agents and representatives with any local, state or federal court, governmental agency, administrative body, or any other third party for any conduct of the Board, its individual Board members, administrators, or its employees occurring prior to the effective date of this Agreement and relating in any way to Employee's employment with the Board. This release of claims includes, without limitation, any suits, claims, demands, or causes of action under federal, state or local laws, regulations, executive orders, common law or other source concerning civil rights, employment discrimination, employee benefits, wrongful discharge, breach of express or implied contract, promissory estoppel, defamation, emotional distress, whistleblower claims, tort, attorney's fees or any claims which may have arisen in connection with the Employee's employment with the Board or the cessation thereof as a building principal, including, but not limited to any claims, suits, demands or causes of action under this Agreement. This Agreement does not waive any right to enforce this Agreement, should Employee or the Board fail to comply with its terms.

7. In exchange for Employee's resignation and other obligations under this Agreement, Employee and the Board agree as follows:

- (a) Board shall provide Employee with a neutral letter of reference upon request.
- (b) Board and Employee shall find a mutually agreed upon time and location for the exchange of Board property currently in the possession of Employee and for the exchange of Employee property currently in the possession of Board.
- (c) Employee shall be paid his remaining salary, in equal installments, as established by the Board's pay schedule.
- (d) The May 21, 2017 Separation agreement entered into by the Board and Employee shall be null and void and this agreement shall supersede all provisions of that agreement.
- (e) The final rating on Employee's 2017-2018 performance evaluation shall be "satisfactory."
- (f) Employee acknowledges and accepts the consideration under this Agreement in exchange for Employee's resignation and other obligations under this Agreement.

8. Employee acknowledges that he was advised 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 the provisions of the Agreement.

9. The provisions of this Agreement are severable and independent, and if any words, phrases, clauses or sentences contained herein are found to be illegal or unenforceable for

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any reason, the balance of this Agreement shall remain in full force and effect. This Agreement shall be governed by, construed, interpreted, performed and enforced under the laws of the State of Ohio. In the event of any dispute arising hereunder, this Agreement shall not be interpreted for or against any party hereto on the ground that such party drafted or caused to be drafted this Agreement or any part hereof.

10. The Board and Employee affirm that the only consideration for signing this Agreement are the representations and promises contained herein and that no other representation, promise or any agreement of any kind is made to or with the undersigned by any person or entity whatsoever to cause the undersigned to sign this Agreement. Furthermore, both parties agree that good and valuable consideration has been exchanged in support of the promises and agreements contained herein. This Agreement contains the entire agreement between Employee and the Board with respect to its subject matter and supersedes any prior agreements or understandings between them concerning the subject matter hereof and the terms of this Agreement are contractual in nature and not mere recitals.

11. By signing this Agreement, Employee and the Board both acknowledge that they accept all the terms and conditions of the Agreement.

12. It is understood that the execution of this Agreement does not constitute an admission of fault or liability of any kind whatsoever by any party.

13. This Agreement may be executed by one or more counterparts, each of which will be deemed an original.

14. Employee 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, Employee 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. Any acceptance or revocation must be in writing and addressed to and received by, the Superintendent, by 4:30 P.M. EST within the applicable time period.

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IN WITNESS WHEREOF, RICK HOSLER and the duly authorized representatives of the **BLANCHESTER LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** have executed this Agreement on the date set forth opposite their names.

**BLANCHESTER LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

Date: 4

By: _____
Board President

Date: _____

By: _____
Board Treasurer

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES THE RELEASE OF ALL KNOWN OR UNKNOWN CLAIMS. THE UNDERSIGNED STATES THAT HE HAS CAREFULLY READ THE FOREGOING AGREEMENT AND KNOWS AND UNDERSTANDS THE CONTENTS THEREOF, AND THAT HE EXECUTES THE SAME AS HIS OWN FREE ACT AND DEED.

Date: 4/20/18



Rick Hosler

Board of Education President
Blanchester Local School District
951 Cherry Street
Blanchester, Ohio 45107

For personal and professional reasons, I hereby tender my irrevocable letter of resignation from all employment with the Blanchester Local School District, including my continuing contract. My effective date of resignation will be July 31, 2018.


Rick Hosler


Date