

AGREEMENT

WHEREAS, David Lawrence (“Employee”) has served the Dayton City School District Board of Education (“Board”) for several years as an administrator; and

WHEREAS, there is mutual interest by both parties to amicably wind down 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 of which is acknowledged, hereby agree as follows:

1. Upon his execution of this Agreement, Employee shall cause to be delivered to the Superintendent his irrevocable letter of resignation from all employment positions held with the Dayton City School District. Said resignation shall take effect on February 21, 2017. Employee’s letter of resignation shall be accepted by the Board, without public comment, at its next regular meeting following Employee’s execution of this Agreement.

2. 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 Dayton City 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 and his separation therefrom, whether now known or hereafter discovered. Employee further agrees not to file any charges, complaints, claims or causes of 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 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 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.

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

- (a) The Board shall make four payments to Employee on February 24, 2017, April 21, 2017, June 16, 2017 and June 29, 2018. Each payment shall represent one-quarter of the value of Employee's remaining salary and fringe benefits owed to him under Employee's current employment contract with the Board. However, the February 24, 2017 payment shall also include a one-time payment of Employee's then-current vacation leave balance at his then-current per diem rate of pay. The Board shall treat all payments to Employee under this Agreement as income and shall apply all applicable taxes, withholdings and deductions as are currently being applied to Employee's salary. The Board shall also pay the employer's share of Medicare and State Teachers Retirement System ("STRS") contributions on these payments, as required by law.
- (b) From the date this Agreement is approved and up through June 30, 2018, Employee shall refrain from entering upon property owned or controlled by the Board without first obtaining written permission from the Superintendent to do so. However, Employee shall be permitted to attend extra-curricular activities of the Dayton City Schools held either on or off property owned or controlled by the Dayton City Schools under the same terms of access granted to a regular patron attending these events. Also, Employee shall be permitted to attend graduation ceremonies of family members who are students of the Dayton City School District.
- (c) From the date this Agreement is approved and up through June 30, 2018, Employee shall not publically disparage the Board, its individual members, the Superintendent, Treasurer, central office administration, and building administration, nor shall Employee make disparaging public statements about the Dayton City School District, its students, its individual schools, or its curricular or extracurricular programs. For purposes of this Agreement, the term "disparage" shall mean making any negative statement, whether written, oral or electronic, about the persons, entities and programs identified in this Agreement. This non-disparagement clause shall not apply to statements made under oath if Employee is compelled to testify pursuant to a lawfully-issued subpoena.

Employee agrees that this non-disparagement clause is a material term of this Agreement, the absence of which would have resulted in the Board refusing to enter into this Agreement. Accordingly, should Employee violate this non-disparagement clause, the Board's obligation to make payments referenced in section 3.a., above, shall immediately terminate and shall become null and void. Employee hereby waives his right to recover his salary, insurance and/or other fringe benefits under his individual employment contract with the

Board, under Ohio Revised Code Section 3319.02, 3319.16 or any other provision(s) of state or federal statutory or common law in the event he violates this non-disparagement clause. Rather, Employee's sole recourse shall be to file a breach of contract action in the Montgomery County Court of Common Pleas alleging the Board has violated this Agreement.

- (d) From the date this Agreement is approved and up through June 30, 2018, the Board, Superintendent, Treasurer and central office administration shall not make disparaging public statements about Employee. For purposes of this Agreement, the term "disparage" shall mean making any negative statement, whether written, oral or electronic, about Employee. This non-disparagement clause shall not apply to statements made under oath if any of the individuals listed in this section are compelled to testify pursuant to a lawfully-issued subpoena or as part of any litigation involving the Board.
- (e) Following acceptance of Employee's letter of resignation, the Board will provide Employee with a reference letter stating his positions held with the Dayton City School District, dates of employment, annual salary at time of Employee's separation from employment, and rating from Employee's most recent performance evaluation.
- (f) Employee acknowledges, agrees and understands that he shall not be eligible for and shall not pursue unemployment compensation benefits as a result of him separating his employment with the Dayton City School District.
- (g) Employee acknowledges and accepts the consideration under this Agreement in exchange for Employee's resignation and other obligations under this Agreement.

4. 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.

5. 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 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.

6. 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.

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

8. 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.

9. This Agreement supersedes and replaces all prior agreements and understandings, whether written or verbal. Further, this Agreement may be executed by one or more counterparts, each of which will be deemed an original.

10. 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.

IN WITNESS WHEREOF, DAVID LAWRENCE and the duly authorized representatives of the DAYTON CITY SCHOOL DISTRICT BOARD OF EDUCATION have executed this Agreement on the date set forth opposite their names.

**DAYTON CITY SCHOOL DISTRICT BOARD
OF EDUCATION**

Date: _____

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: February 19, 2017

David E. Lawrence
David Lawrence

Date: 17 February 2017

Time: 18:30

I have really enjoyed my two-decades with the district. I've met some of the most dedicated and intense professionals during my career. In my opinion, I believe that urban education is a calling and not a job.

It is my belief and hope that Dayton Public Schools continues to improve and I wish the BOE, administration, teachers, and students all the best.

This letter will serve as my official letter of resignation.

Sincerely,



David Lawrence

