

RESIGNATION AGREEMENT

This Resignation Agreement ("Agreement") is entered into by and between the Elida Local School District Board of Education ("Elida" or the "Board"), Jared Clark ("Mr. Clark"), and the Elida Education Association ("EEA").

In consideration of and in reliance upon the mutual covenants and promises herein contained, Mr. Clark, the Board, and EEA hereby agree as follows:

1. Mr. Clark hereby submits, and the Board hereby accepts, his voluntary and irrevocable resignation of and from employment with the Board effective at the end of the day on August 22, 2023. Mr. Clark agrees to execute the resignation attached as Exhibit A, which will be placed in his personnel file, and the Board is deemed to have accepted his resignation without the need for any further Board action.

2. Beginning on January 9, 2023, Mr. Clark will utilize his two (2) remaining personal leave days and then will be placed on and utilize his earned and accrued sick leave through the last teacher workday on or about May 25, 2023 and carry forward the balance of said leave. The Board will pay Mr. Clark his "stretch pay" over the summer, consistent with its normal practice, and Mr. Clark shall remain on the Board's health insurance plan paid per the CBA, during this period (through August 2023). Mr. Clark will receive all contractual and statutory benefits owed to him during the 2022-2023 school year.

3. Mr. Clark and his principal shall coordinate a mutually agreeable date and time for Mr. Clark to retrieve any personal property that is at the school. Mr. Clark shall otherwise remain off of school property without advance notice and authorization by the Superintendent, except that Mr. Clark will have the same rights as any parent to attend sporting events and the like in which his children may participate. Mr. Clark may submit, prior to May 25, 2023, a written rebuttal to any information in his personnel file. The rebuttal will be retained in his personnel file.

4. Mr. Clark agrees for himself and on behalf of his attorneys, heirs, assigns, successors, executors, and administrators, that he waives, releases, discharges and covenants not to sue, or bring any legal actions, suits, grievances, or complaints against the Board or its employees or agents with respect to any and all claims, actions, suits, grievances, or complaints, whether now known or unknown, existing on and/or before the effective date of this Agreement, arising from or in any way relating to his employment by, separation from employment by mutual agreement with, or any act, omission, occurrence, transaction, or matter relating to his employment with the Board, including but not limited to any claims based on race, color, religion, age, sex, marital status, national origin, disability, ancestry, wrongful discharge, retaliation and/or any other theory of recovery or claim, whether legal or equitable, related to his employment or his separation from employment, including claims under Ohio law based on tort, contract, public policy or other theory, Title VII of the Civil Rights Act of 1964, the Americans

with Disabilities Act (ADA), the Fair Labor and Standards Act (FLSA), Employee Retirement Income Security Act (ERISA), the Age Discrimination in Employment Act (ADEA), the Older Worker Benefit Protection Act (OWBPA) and the Family Medical Leave Act (FMLA), all as amended. This paragraph shall not apply to any claims related to a breach of this Agreement or to claims which may not, as a matter of law, be waived.

5. Mr. Clark, Elida, and EEA recognize that this Resignation Agreement is being entered into on a non-precedent setting basis.

6. The EEA is a party to this Agreement at Mr. Clark' request, and for the limited purposes of: (1) agreeing to the terms of this Agreement between Mr. Clark and Elida that require the EEA's consent; and (2) agreeing that it will not take any action to oppose the terms of this Agreement between Mr. Clark and the Board which deviate from the terms of the collective bargaining agreement between the Board and the EEA.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, except when preempted by federal law. 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.

8. The District shall provide, if requested, the letter of reference attached as Exhibit B. All written and verbal references will be consistent with and limited to the content of said letter. Mr. Clark will be permitted to obtain reference letters from individual colleagues who agree to provide same.

9. Neither this Agreement nor documents related to Mr. Clark's leave will be placed in his personnel file unless specifically required by Ohio statute, The Board will comply with any court order regarding documents in its possession or control.

IN WITNESS WHEREOF, Mr. Clark, the duly authorized representative for EEA, and the duly authorized representative for Elida, intending to be legally bound hereby, have knowingly and voluntarily signed this Resignation Agreement on the dates set forth below.

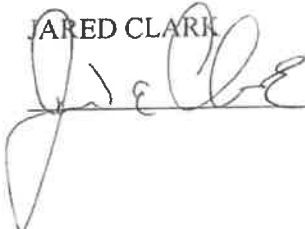
ELIDA CITY SCHOOL DISTRICT
BOARD OF EDUCATION

ELIDA EDUCATION
ASSOCIATION, OEA/NEA

By: _____
Date

By: _____
Date

JARED CLARK

 1/24/23
Date