

Board Members:

Alisa Agozzino
Jaired Birks
Jeff Christoff
David Peters
Jeffrey Point



*Inspired by Tradition,
Educating for Tomorrow*

Elida Local Schools
Joel Mengerink, Superintendent
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RELEASE AND WAIVER AGREEMENT

This Release and Waiver Agreement is made by and between the **BOARD OF EDUCATION OF THE ELIDA LOCAL SCHOOL DISTRICT** (hereafter "Board") and **MRS. KAREN BURGEI** (hereafter "Employee") to set forth the agreements concerning Employee's resignation from employment with the Board.

WHEREAS, Employee is employed as a Secretary; and

WHEREAS, Employee has expressed an intent to retire from her employment position with the Board effective September 1, 2025; and

WHEREAS, Employee also desires to be reemployed by the Board in her current position, effective September 3, 2025; and

WHEREAS, upon retirement, Employee acknowledges that Employee shall be eligible for and will begin to receive benefits from the SERS, STRS, and/or other similar public employment systems and

WHEREAS, Employee has or will receive severance benefits upon retirement by Board policy; and

WHEREAS, Employee acknowledges and waives any right to receive any additional form of severance benefits upon Employee's future separation from employment with the Board and

WHEREAS, in the event Employee retires and subsequently obtains employment with the Board, Employee hereby waives any right to pursue a cause of action for age discrimination arising out of the Board's refusal to pay health insurance benefits on behalf of Employee or any other aspect of Employee being rehired by the Board after retirement; and

WHEREAS, all parties to this Release and Waiver Agreement have had an opportunity to consult fully with legal counsel and/or a union representative concerning the advisability of entering into this Release and Waiver Agreement. All parties have had an adequate opportunity to make whatever investigation or inquiries that they deem necessary or desirable in connection with the subject matter of this Release and Waiver Agreement.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and agreements performed as hereinafter set forth, agree as follows:

1. Under 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 a person of their choice has represented them in arriving at this Agreement. They have been, or hereby are, advised to consult an attorney before signing this Agreement and that it is voluntarily done on their part and done with the full knowledge of its content.
- (b) Further, Employee acknowledges that Employee has been given at least twenty-one (21) days from which to consider the execution of this Agreement and has been advised that for seven (7) days from the signing of this Agreement by Employee, Employee may revoke the Agreement and the Agreement shall not be enforceable or effective until this revocation period has expired.

2. Employee acknowledges and represents that Employee was advised to consult an attorney before signing this Release and Waiver Agreement; that Employee has carefully read and understands all of the provisions of this Release and Waiver Agreement; that Employee has had adequate time to review the Release contained herein, and Employee has had the Release and Waiver Agreement explained to Employee, and understands the provisions of the Release and Waiver Agreement.

3. Employee hereby agrees to release and forever discharge the Board from any claims, demands, or actions arising out of Employee's future separation and rehire with the Board (including, but not limited to, actions for age discrimination, the Board's refusal to pay for benefits on behalf of Employee, etc.), as stated above. Furthermore, the Employee understands and agrees that this release shall extend to and bind her spouse, heirs, legal representatives, administrators, and assigns.

4. The provisions of this Release and Waiver Agreement are severable and independent. If any words, phrases, clauses, or sentences of it are found to be illegal or unenforceable for any reason, the balance of this Release and Waiver Agreement shall remain in full force and effect. This Release and Waiver Agreement shall be governed by, construed, interpreted, performed, and enforced under the laws of the State of Ohio. In any dispute arising hereunder, this Release and Waiver Agreement shall not be construed for or against any party hereto on the ground that such party drafted or caused to be drafted this Release and Waiver Agreement or any part hereof.

5. By signing this Agreement, the Employee and the Board acknowledge that they have read, understood, and accepted all its terms and conditions.

6. This agreement is being executed by one or more counterparts, each of which will be deemed an original.

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

**BOARD OF EDUCATION OF THE ELIDA
LOCAL SCHOOL DISTRICT**

Date:_____

By:_____
Superintendent

Date:_____

By:_____
Board President

Date:_____

By:_____
Board Treasurer

[SPACE INTENTIONALLY LEFT BLANK]

PLEASE READ CAREFULLY. THE UNDERSIGNED STATES THAT SHE HAS CAREFULLY READ THE FOREGOING RELEASE AND WAIVER AGREEMENT, KNOWS AND UNDERSTANDS THE CONTENTS THEREOF, AND EXECUTES THE SAME AS HER FREE ACT AND DEED.

Date: _____

STATE OF OHIO)
) SS:
COUNTY OF _____)

Sworn to and subscribed in my presence this ____ day of _____, 2025.

Notary Public