

REVERE LOCAL SCHOOL DISTRICT
Summit County, Ohio

May 17, 2016

ADDENDUM

RHS Library

I. SUPERINTENDENT'S REPORT

Licensed / Certificated Personnel

A. Resignation

It is recommended that the Board of Education approve and accept the resignation of Kara Donahoe, Intervention Specialist BES, as of May 31, 2016.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

B. Memorandum of Agreement - MOA

It is recommended that the Board of Education approve the MOA relating to Kara Donahoe's resignation as noted in **Attachment A-1**.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

Classified Personnel

A. Resignation

It is recommended that the Board of Education approve and accept the resignation of Delia Anderson, Switchboard Operator, as of June 30, 2016.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

B. Memorandum of Agreement Understanding – MOU

It is recommended that the Board of Education approve the MOU relating to Delia Anderson's resignation as noted in **Attachment A-2**.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

Other Business

A. Appointed Counsel

It is recommended that the Board of Education approve Walter-Haverfield as Counsel for a specific legal issue as outlined in a document dated May 12, 2016 that is confidential by nature.

Mrs. Appel _____ Mrs. Hower _____ Mr. Kelley _____ Mrs. Sabitsch _____ Mr. Seifert _____

New Document

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Revere Local School District Board of Education (hereinafter referred to as "Board"), the Ohio Association of Public School Employees, Local #228 (hereinafter referred to as "OAPSE") and Deila C. Anderson (hereinafter referred to as "Employee").

The parties engaged in discussions regarding the plan to recommend the suspension of Employee's employment contract as part of a Reduction in Force that would result in the abolishment of Employee's position in the position/classification of Switchboard Operator.

As an alternative, the parties have agreed upon the following terms:

1. Employee shall execute, contemporaneous with the execution of this MOU, a written notice of resignation due to retirement, effective June 30, 2016.
2. In consideration of Employee's resignation from employment due to retirement, the Board shall pay to Employee a retirement incentive amount of \$7,000.00. Payment of that amount subject to deductions required by law shall be paid to Employee on or before June 30, 2016.
3. Employee may continue to participate in the District Health Insurance Plan through December 31, 2016 to the same extent that she currently participates, subject to the payment of the applicable employee premium contributions paid in advance to the District Treasurer.
4. Employee shall be entitled to convert her accrued vacation upon retirement to a payment based upon her per diem rate of pay at the time of her retirement, subject to deductions required by law.
5. Employee's hourly rate shall be adjusted to reflect any settlement of the OAPSE negotiated agreement prior to June 30, 2016.
6. In exchange for valuable consideration consisting of the promises and obligations of the Board set forth in this MOU, Employee, without limitation and to the fullest extent permitted by law, hereby agrees, on behalf of herself, her heirs, successors, assigns, agents, attorneys, and personal representatives, to waive all claims and forever release the

Board, the individual Board members, and all Board employees, agents, attorneys, successors, and assigns from any and all claims of any nature whatsoever, including but not limited to, any right or claim arising under the Federal Age Discrimination in Employment Act of 1967, as amended, the Older Workers Benefit Protection Act, in any forum, whether known or unknown, arising from or in any way related to her employment with the Board from the beginning of time up to and including the date of this Agreement and Release of All Claims.

7. The MOU and Release of All Claims shall be effective seven (7) calendar days following the execution of the MOU by Employee and, subject to Board approval, signature on behalf of the Board by the Revere Local School District Superintendent, Matthew Montgomery. Employee shall have a period of twenty-one (21) calendar days from the date of delivery of this MOU and Release of All Claims to accept this MOU and Release of All Claims and shall have seven (7) calendar days following execution of the MOU and Release of All Claims during which she may revoke the MOU and Release of All Claims. The 21-day period may be waived by Employee; however, the 7-day revocation period is not subject to waiver. The MOU and Release of All Claims shall not be effective or enforceable until the revocation period has expired without revocation.
8. Employee specifically waives the 21-day acceptance period referred to above with the execution of this MOU.

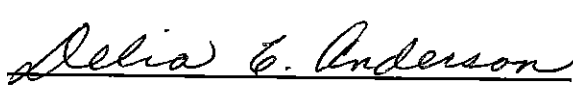
This Memorandum of Understanding is intended to be binding upon each party and is intended to be relied upon by the Board, OAPSE and Employee subject to its terms.

REVERE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

By: 

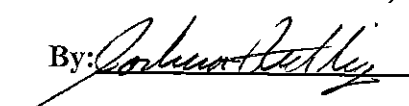
Date: 5-17-16

DEILA C. ANDERSON



Date: 5-17-2016

OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES, LOCAL #228

By: 

Date: May 17, 2016

New Document

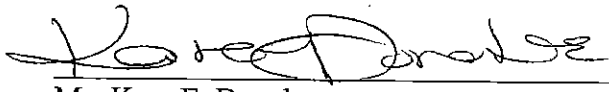
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, entered into this ____ day of May 2016 by and between the Revere Local School District Board of Education ("Board"), by and through its Superintendent, Matthew L. Montgomery, Kara E. Donahoe, Intervention Specialist, and Revere Education Association ("Association") by and through its President, Paul Fisher is to be executed as stated below:

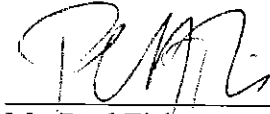
1. Kara E. Donahoe shall submit an irrevocable resignation as an Intervention Specialist effective May 31, 2016.
2. The Administration will provide at least four (4) employment recommendations on or before May 25, 2016, noon, reflecting Kara E. Donahoe's skills and knowledge as an Intervention Specialist.
3. The Board shall continue insurance benefits through August 31, 2016, consistent with the provisions of the 2014 – 2017 Agreement between Revere Education Association and the Revere Local School District Board of Education ("Agreement").
4. Kara E. Donahoe shall continue to perform her duties in an acceptable manner daily through the end of the 2015-2016 school term consistent with her individual employment contract, the Association Agreement, Board policies, state and federal laws.
5. Kara E. Donahoe and the Association agree that neither will challenge this Agreement through the grievance procedure or any other forum.
6. Kara E. Donahoe further agrees, upon her separation from the Board, she will not seek future employment as a teacher, administrator, or in any other supplemental or activity contract in the Revere Local School District (the "District"), or any other position which may cause Kara E. Donahoe to perform services of any nature for the District.
7. The parties agree that this Agreement shall not constitute or be precedent and shall not be cited to in any fashion whatsoever in any dispute between the Board and the Association arising at any point in time that does not relate to Kara E. Donahoe.
8. The parties further acknowledge and agree (a) each has full and complete opportunity to review and examine the terms of this Agreement and to consult with persons of their choice prior to execution of this Agreement; (b) each voluntarily executed this Agreement and fully understands the rights, duties and responsibilities imposed by this Agreement; and (c) there are no other terms, conditions or agreements relating to this subject matter herein set forth aside from the provisions contained in sections one (1) through eight (8) in this Agreement.

In witness whereof, the following individuals have affixed their signatures hereto:

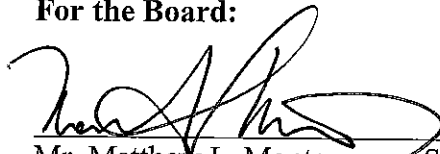
For Kara E. Donahoe:

 Date 05/16, 2016
Ms. Kara E. Donahoe

For the Association:

 Date 5/16, 2016
Mr. Paul Fisher, Association President

For the Board:

 Date 5/16, 2016
Mr. Matthew L. Montgomery, Superintendent
Revere Local School District