

## RELEASE & SEPARATION AGREEMENT

**WHEREAS**, Timothy Krier ("Employee") has served the Yellow Springs Exempted Village School District Board of Education ("Board") 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 Yellow Springs Exempted Village School District. Said resignation shall take effect at the close of the business day on April 22, 2019. Employee's letter of resignation shall be accepted by the Board at its next 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 spouse, his heirs, executors, administrators, successors and assigns, hereby releases and forever discharges the Yellow Springs Exempted Village 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 any other state or federal law claims 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 that occurred 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 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.



IN WITNESS WHEREOF, TIMOTHY KRIER and the duly authorized representatives of the YELLOW SPRINGS EXEMPTED VILLAGE SCHOOL DISTRICT BOARD OF EDUCATION have executed this Agreement on the date set forth opposite their names.

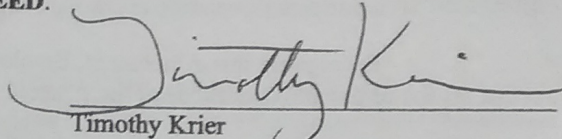
YELLOW SPRINGS EXEMPTED VILLAGE  
SCHOOL DISTRICT BOARD OF  
EDUCATION

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Superintendent

**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: 8/30/18

  
\_\_\_\_\_  
Timothy Krier



complete Agreement explained to him; and that he fully understands all the provisions of the Agreement.

6. 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.

7. 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.

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

9. 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.

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

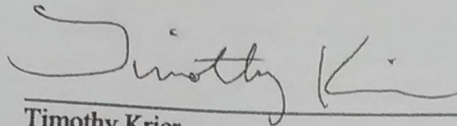
11. Employee acknowledges that he is entitled to a period of at least twenty-one (21) days from which to consider the execution of this Agreement and that he hereby knowingly, intelligently and voluntarily waives entitlement to said twenty-one (21) day period. Additionally, Employee has been advised 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.



Mario Basora, Superintendent  
Yellow Springs Exempted Village School District  
420 E. Enon Road  
Yellow Springs, Ohio 45387

Dear Mr. Basora,

For personal and professional reasons, I hereby tender my irrevocable letter of resignation from all employment positions that I currently hold with the Yellow Springs Exempted Village School District. My effective date of resignation will be April 22, 2019.

 8/30/18  
Timothy Krier Date



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

- (a) Employee shall remain on paid administrative leave until his resignation takes effect. Any money owed to Employee during this period of administrative leave shall be treated as compensation, with all applicable taxes and deductions withheld. During regular work days and work hours during this time period, the Superintendent may require Employee to perform work for the Board, which may include, but not be limited to answering questions about the operations of the District, assisting the District in locating records and information about school operations, and otherwise assisting the District in serving the educational needs of its students. Employee shall provide the Superintendent with a phone number and email address to communicate during this time period.
- (b) While on paid administrative leave, the Board will continue to pay the employer's share of premiums for Employee to maintain health insurance benefits through the Board. The Board's health insurance coverage will terminate at the end of the month in which Employee's resignation takes effect.
- (c) The Superintendent shall provide Employee a letter of reference, which shall be signed and delivered to Employee within seven (7) calendar days following the Board's approval of this Agreement.
- (d) Employee acknowledges and accepts the consideration under this Agreement in exchange for Employee's resignation, the release and waiver of claims, and other obligations under this Agreement.

4. If, during the period of paid administrative leave noted in Sections 1 and 3.a (above), Employee should work in any field of education (i.e. public or private school, kindergarten, elementary, junior high, or high school, college or university), either as an administrator, teacher, certificated employee, non-teaching employee, or consultant, then in such event, any compensation that Employee earns from such endeavors shall be deducted from the Board's salary obligations in Sections 1 and 3.a. In addition, the Board's contributions to the State Teachers Retirement System (STRS) for Employee would decrease commensurate with the lower salary Employee would receive from the Board due to him earning compensation elsewhere. Employee shall have an affirmative duty to promptly notify the Board's Treasurer of such alternate employment and shall promptly provide the Treasurer with accurate and complete information on any compensation Employee earns.

5. 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