

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release (hereinafter "Agreement") is entered into this 13th day of June, 2018, by and between the Solon City School District Board of Education (hereinafter "Board"), Ed Kline (hereinafter, "Mr. Kline"), and the Solon Education Association (hereinafter "Association").

WHEREAS, Mr. Kline is employed under a continuing contract with the Board and is a Member of the Association; and

WHEREAS, complaints have been raised regarding Mr. Kline's conduct as a teacher in the District; and

WHEREAS, the Administration investigated the complaints involving Mr. Kline's conduct; and

WHEREAS, the Board, Mr. Kline, and the Association have determined that it is in the best interest of each of them to resolve this dispute by this Separation Agreement and Release without the need to take any further actions or expenditure of time and resources.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:

1. Upon the signing of this Agreement by all parties and/or their representatives, Mr. Kline's irrevocable letter of resignation for personal reasons, which is attached hereto as Exhibit A, establishing a resignation date effective the close of business on August 31, 2018, shall be submitted to the Board for approval. If for any reason the resignation is not approved by the Board, the parties shall meet and, in good faith, attempt to save this Agreement. If the parties cannot save this Agreement after meeting and discussing, in good faith, said Agreement shall become null and void.
2. The parties agree Mr. Kline is free to seek employment elsewhere prior to August 31, 2018.
3. Upon execution of this Agreement, the investigation that is the subject of this Agreement will cease immediately, subject to the reporting requirements of the Ohio Department of Education ("ODE") and Ohio Law. It is understood that the Board will file a concise factual report with ODE. A copy of the report will be provided to Mr. Kline and the Association.
4. Any documents in Mr. Kline's personnel file that pertain to the investigation that is the subject of this Agreement will be immediately placed into a separate file in accordance with Ohio law and Ohio Department of Education requirements. Additionally, this Agreement will also be placed in the separate file.
5. Inquiries from prospective new employers of Mr. Kline shall be directed to the Superintendent. The information provided regarding Mr. Kline shall be limited only to



Mr. Kline's date of hire, date of separation, reason for separation being resignation for personal reasons following the District's investigation into complaints by former students concerning Mr. Kline's conduct, positions held, and salary.

6. Mr. Kline shall be provided with pay/earned income and health insurance benefits through August 31, 2018.
7. Consistent with the formula set forth in Article XI – *Wages, Hours, Terms and Conditions of Employment*, Section C.4. of the Collective Bargaining Agreement between the Board and the Association, Mr. Kline shall be paid out 37.5 days of his accumulated sick leave upon the effective date of his resignation. Mr. Kline will be eligible to have his remaining balance of sick time transferred to another public entity pursuant to the terms of R.C. 3319.141 at no cost to the Board.
8. Mr. Kline agrees not to seek employment/re-employment with the Board or any other position that may cause Mr. Kline to perform services of any nature for the Board in the future, by any means.
9. In consideration of the mutual promises set forth herein, Mr. Kline, on his own behalf and on behalf of his executors, heirs, administrators, agents, successors, assigns and personal representatives, agrees to release, hold harmless and forever discharge, to the fullest extent permitted by law, the Board, its respective officers, members, employees, agents, successors, assigns, and representatives in both their individual and official capacities from any and all causes of action, claims, suits, actions, complaints, demands, damages, expenses (including attorneys' fees and costs actually incurred), and liabilities of any kind, nature or description, whether direct or indirect, in law or in equity, whether now known or unknown, and from continuing effects therefrom, including any and all claims that Mr. Kline now has or may have as of the date of execution of this Agreement, arising or growing out of, resulting from, or in any way related to Mr. Kline's employment with the Board and/or Mr. Kline's separation from service with the Board with the exception of the enforcement of this Agreement. Nothing contained in this provision, however, will be construed to waive, release, or in any manner affect any rights or claims of Mr. Kline under Ohio's Workers Compensation statutes, Ohio's State Teachers Retirement System statutes, or to enforce terms of this Agreement.
10. The Board, Mr. Kline, and the Association agree that the sole consideration for the execution of this Agreement is the terms as stated above and that they fully understand the meaning and intent of this Agreement.
11. Mr. Kline understands and acknowledges that he is receiving monies or other consideration that he would not otherwise be entitled to receive by entering into this Agreement and agrees to the terms in this Agreement knowingly and voluntarily.
12. Mr. Kline agrees that this Agreement is in all respects reasonable and that he has been fairly represented by the Association. Mr. Kline and the Association agree that they have

had an opportunity to review this Agreement and fully understand its terms and have had the opportunity to seek legal counsel.

13. In consideration of the mutual promises contained herein, the parties agree that they will not make any derogatory remarks or comments about the other party. If asked about the Board's employment action, the parties may state that Mr. Kline submitted his resignation, and the Board took action to accept his resignation. This provision, however, does not prevent the Superintendent from disclosing the information set forth above (in Paragraph 5) when contacted by prospective employers. Further, this provision does not prevent any party from providing truthful information in the course of any investigation or testifying truthfully in any court, administrative, or other legal proceeding, and it shall not be a breach of this Agreement for any party to do so.
14. Nothing contained herein will constitute an admission of fault or liability of any kind by any party. Similarly, this Agreement will be non-precedent setting and will not be cited in any fashion whatsoever in any other disputes between the Board and the Association.
15. The laws of the State of Ohio govern this Agreement. The parties understand and agree that any dispute arising or growing out of or in any way relating to this Agreement shall be settled by submitting the dispute to the state or federal courts of Ohio.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates indicated.

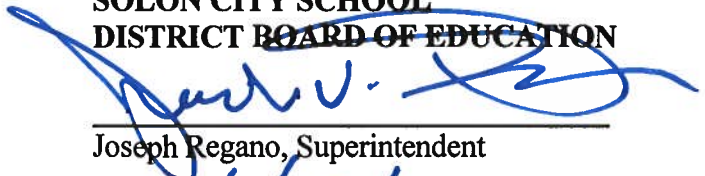
ED KLINE



Ed Kline

Date: 6/12/18

**SOLON CITY SCHOOL
DISTRICT BOARD OF EDUCATION**



Joseph Regano, Superintendent

Date: 6/13/18

SOLON EDUCATION ASSOCIATION



David Sheppard, Association President

Date: 6-12-18