

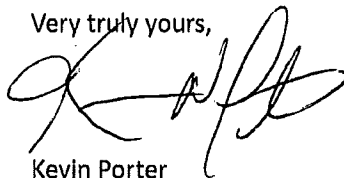
Stan Jefferson, Superintendent  
Mansfield City School District  
856 W. Cook Rd.  
Mansfield, OH 44907

Date: 12/15/23

Dear Supt. Jefferson:

Please accept this letter as my irrevocable resignation from all employment with the Mansfield City School District, effective at the close of business on July 31, 2024.

Very truly yours,

A handwritten signature in black ink, appearing to read 'K. Porter', written in a cursive style.

Kevin Porter

## SEPARATION AGREEMENT AND RELEASE

This Separation Agreement ("Agreement") is made by and between the Board of Education of the Mansfield City School District ("Board") and Kevin Porter ("Employee") (collectively "the Parties") and is made effective upon its execution by all the parties hereto ("effective date").

WHEREAS, the Parties desire to mutually and voluntarily enter into this Separation Agreement.

NOW, THEREFORE, the Parties, intending to be legally bound, and in consideration of the exchange of releases, covenants, and other good and valuable consideration set forth herein, the sufficiency of which is acknowledged by the Parties, have agreed as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated in the Agreement.
2. **Board Approval.** This Agreement is subject to formal approval by the Board.
3. **No Admission of Liability.** The Parties acknowledge and agree that the Agreement and its terms do not constitute an admission of liability or wrongdoing by either the Board or Employee.
4. **Resignation.** Employee shall and does submit his irrevocable voluntary resignation from all employment with the Board, effective as of July 31, 2024. Employee's irrevocable voluntary resignation is and shall be accepted by the Board.
5. **Salary and Benefits.** Employee shall be paid his regular salary and receive all benefits that he is receiving as of the effective date of this Agreement through July 31, 2024. Board shall make normal withholdings and deductions from Employee's salary. Employee shall be paid out his remaining vacation time on or before his last payroll.
6. **Work responsibilities.** Employee shall continue to work from home through December 22, 2023. Employee shall be relieved of all work responsibilities after December 22, 2023. Employee shall return all District property to Central Office on or before December 22, 2023, including, but not necessarily limited to, his laptop, fobs, name badge, and keys.
7. **Reference Letter.** Board shall provide to Employee, for his use, a letter indicating the dates of his employment, position, and that he voluntarily resigned his employment and that his resignation was accepted by the Board. In response to any inquiries regarding Employee, the Board and its employees shall respond only with this information.
8. **Employee Release.** Employee, including his representatives, assigns, and all others making claims by or through him, agrees to full release, waive, and forever discharge Board, its agents, board members, representatives, attorneys, employees, agents, assigns, predecessors, successors, and affiliates (the "Released Parties") from any and all claims, actions, complaints,

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obligations, or liabilities of any kind, whether legal or equitable, whether arising in statutory, regulatory, administrative, or common law, whether known or unknown, in existence or arising at any time up to the effective date of the Agreement ("Released Claims").

- a. Employee's release includes any alleged violation of Title VII of the Civil Rights Act of 1964; Civil Rights Act of 1991; Americans with Disabilities Act; Employee Retirement Income Security Act; Family and Medical Leave Act; Age Discrimination in Employment Act; Older Workers Benefit Protection Act; Fair Labor Standards Act, to the extent permitted by law; Occupational Safety and Health Act; Ohio Civil Rights Act, R.C. 4112.01, et seq.; Ohio Whistleblower Protection Act, R.C. 4113.51, et seq.; Ohio Workers' Compensation Retaliation/Discrimination Provisions, R.C. 4123.90; Ohio Equal Pay Act, R.C. 4111.13, et seq.; Ohio Minimum Fair Wage Standards Act, R.C. 4111.01, et seq.; Ohio Military Family Leave Act, R.C. 5906.01, et seq.; and any claims arising under federal, state, or municipal statutory or common law, including constructive or wrongful discharge, breach of contract, promissory estoppel, public policy, defamation, benefits claims, or intentional or negligent infliction of emotional distress, and any claim for costs or attorney fees.
- b. The Agreement does not include, and Employee does not waive or release, any rights or claims (1) arising after the effective date of the Agreement; (2) which cannot be released by law; (3) for alleged workplace injuries or occupational disease arising under any state workers' compensation laws; or (4) to enforce the Agreement.
- c. Employee's release does not limit the right to participate in any proceedings before an administrative agency responsible for enforcing labor, employment, or other laws. In particular, nothing in this Agreement (including any confidentiality and non-disparagement provisions) will be construed to limit Employee's right to (1) respond accurately and fully to any question, inquiry, or request for information when legally required by a state or federal regulatory authority; (2) disclose information to or communicate with an administrative agency responsible for enforcing labor or employment laws; or (3) provide information to an agency responsible for enforcing unemployment compensation laws.

9. **Board Release.** Board, including its board members, employees, representatives, assigns, and all others making claims by or through it, agrees to full release, waive, and forever discharge Employee, his agents, representatives, attorneys, agents, and assigns, (the "Released Parties") from any and all claims, actions, complaints, obligations, or liabilities of any kind, whether legal or equitable, whether arising in statutory, regulatory, administrative, or common law, whether known or unknown, in existence or arising at any time up to the effective date of the Agreement ("Released Claims").

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- a. This release does not include any action or claim associated with any Finding For Recovery issued by the Auditor of State.

10. **Covenant Not to Sue.** Employee agrees that he will not sue or otherwise pursue legal action against any of the Released Parties on the basis of any Released Claims. If Employee, or any representative or person acting on his behalf, violates this covenant, he agrees to pay any damages suffered by the Released Parties as a result of such violation, including any attorney fees and costs incurred by Released Parties.

11. **No Rehire.** Employee agrees not to apply for, seek, or otherwise attempt to obtain or accept employment with Board. Employee further agrees that Board has no obligation to rehire or employ him, and that any failure to rehire or employ him will not constitute a violation of any federal, state, or local law.

12. **Mutual Non-Disparagement.** The Parties agree not to make, publish, or communicate statements that disparage, defame, or harm the reputation of the other party, whether orally or in writing, whether directly or by or through another person, including via social media or other online forums. This paragraph does not prevent the Parties from exercising protected rights that cannot be waived by agreement or from complying with the law, regulations, court order, subpoena, or otherwise providing truthful disclosures required by law. In particular, nothing contained in this Agreement limits Employee's ability to engage in any activities protected by the National Labor Relations Act, including engaging in protected, concerted activity; participating in an unfair labor practice charge or investigation of the National Labor Relations Board; making protected statements regarding workplace conditions; or exercising any other right protected by the Act.

13. **Older Workers Benefit Protection Act.** Employee acknowledges and agrees that he is specifically waiving any rights or claims he might otherwise have against Board and any Released Parties under the Age Discrimination in Employment Act. Employee acknowledges and agrees that he has been advised and understands his right and opportunity to consult with the attorney of his choosing prior to executing the Agreement. Employee acknowledges and agrees that he was provided a period of 21 days to consider the Agreement and its terms. Employee acknowledges and agrees that he need not take the full 21 days to consider the Agreement and that his signature of the Agreement on a date prior to the expiration of the 21 day period constitutes a voluntary waiver of the right to consider for the full 21 days. Employee has the right to revoke the Agreement for a period of 7 days after the date he signs the Agreement. Any revocation must be in writing and delivered to counsel for Board. If Employee revokes the Agreement, his rights and Board's obligations under the Agreement cease.

14. **Taxes.** Employee acknowledges and agrees that he is responsible for any and all income tax, or other taxes or assessments from federal, state, local, or other taxing authorities, owed by him, related to the payments made pursuant to the Agreement.

15. **Entire Agreement.** The Agreement constitutes the complete understanding between the Parties regarding the Lawsuit and any claims, obligations, or liabilities between them.

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16. **Modification of Agreement.** The Agreement may not be amended, modified, or supplemented, except by written agreement entered into and signed by the Parties.

17. **Non-Waiver.** No waiver of any of the terms of this Agreement will be valid unless in writing and signed by the party to this Agreement against whom such waiver is sought to be enforced. The waiver by any party of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any party, nor will any waiver operate or be construed as a rescission of this Agreement.

18. **Binding Agreement.** This Agreement is binding upon the Parties and the Parties' successors, assigns, heirs, executors, administrators, and legal representatives.

19. **Severability.** If any of the provisions, terms or clauses of this Agreement are declared illegal or unenforceable in a legal forum, those provisions, terms and clauses will be deemed severable, such that all other provisions, terms and clauses of this Agreement will remain valid and binding upon both parties.

20. **Governing Law and Jurisdiction.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio. The Parties agree that the U.S. District Court, Northern District of Ohio will retain jurisdiction to enforce the terms of the Agreement.

21. **Counterparts.** The Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, e-mail, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of the Agreement.

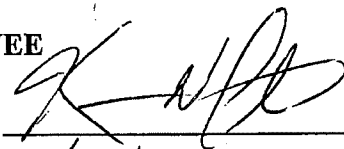
22. **Acknowledgements.** The Parties hereby acknowledge that they (a) have read the Agreement and understand all of its provisions, (b) have consulted with their respective attorneys regarding the Agreement and its provisions should they so choose, and (c) voluntarily enter into the Agreement, which is contractual in nature and contains a general release of claims.

*[signature page to follow]*

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IN WITNESS WHEREOF, this Agreement has been approved and executed by the Parties on the date(s) indicated below.

**EMPLOYEE**

Signature: 

Date: 12/15/23

**BOARD**

Signature: Rinda M. Cline

Print: Rinda M. Cline

Title: Board President

Date: 12/21/23