

**GARFIELD HEIGHTS BOARD OF EDUCATION  
GARFIELD HEIGHTS, OHIO**

**RECORD OF PROCEEDINGS**

**Minutes – Special Meeting**

**January 14, 2013**

The Board of Education of the Garfield Heights City School District met in Special session on Monday, January 14, 2013 at the Garfield Heights Board of Education Offices, 5640 Briarcliff Drive, Garfield Heights, Ohio 44125 at 12:31 p.m. with Mr. Joseph M. Juby, President of the Board, presiding.

**ROLL CALL**

Present: Mr. Juby, Mr. Wolske, Mr. Dobies, Mrs. Geraci, Mrs. Kitson,  
Absent:

**ADOPTION OF AGENDA**

Moved by Mr. Dobies, seconded by Mrs. Kitson to adopt the agenda as presented.

Ayes: Dobies, Kitson, Geraci, Wolske, Juby  
Nays: None

**EXECUTIVE SESSION**

Moved by Mr. Dobies, seconded by Mrs. Kitson to enter into executive session at 12:37 p.m. to discuss negotiations and any other matters that may lawfully come before the Board.

Ayes: Dobies, Kitson, Geraci, Wolske, Juby  
Nays: None

Mrs. Kitson had to be excused from the meeting at 12:50 p.m.

Adjournment from executive session at 1:21 p.m.

Moved by Mr. Wolske, seconded by Mr. Dobies to approve Resolution No. 2013-002, a Resolution Adopting the Employment Separation Agreement with Kenneth Pikus.

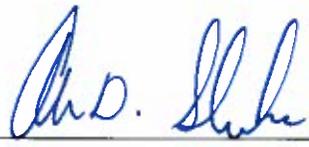
Ayes: Wolske, Dobies, Kitson, Geraci, Juby  
Nays: None

ANNOUNCEMENT OF NEXT BOARD MEETING

Board of Education Regular Meeting – 4:30 p.m.  
Wednesday, January 23, 2013  
Garfield Heights Board of Education Offices  
5640 Briarcliff Drive  
Garfield Heights, Ohio 44125

Moved by Mrs. Geraci, seconded by Mr. Wolske to adjourn at 1:27 p.m.

Ayes: Dobies, Wolske, Kitson, Juby  
Nays: None

  
\_\_\_\_\_  
President  
\_\_\_\_\_  
Treasurer

**RESOLUTION ADOPTING EMPLOYMENT SEPARATION AGREEMENT**

The Board of Education of the Garfield Heights City Schools, Cuyahoga County, Ohio, met in \_\_\_\_\_ session on the 14<sup>th</sup> day of January, 2013, at the offices of said Board, with the following members present:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

The Treasurer advised the Board that the notice requirements of R.C. §121.22 and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

\_\_\_\_\_ moved the adoption of the following Resolution:

**RESOLUTION**

WHEREAS, the Board of Education currently employs Ken Pikus (“Mr. Pikus”) as a classified employee; and

WHEREAS, a dispute arose between the parties as to whether Mr. Pikus has a right to continued employment; and

WHEREAS, the Board, Mr. Pikus and his Union seek to amicably resolve this matter meaningfully, with the interest of District students in mind, and with minimal expense to them; and

WHEREAS, Mr. Pikus and the Union agreed to enter into an Employment Separation Agreement (“Separation Agreement”), which is conditioned on Board approval and is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Garfield Heights City Schools, County of Cuyahoga, State of Ohio, that:

**Section 1:** The Board of Education adopts the Employment Separation Agreement as contained in Exhibit A. Consequently, effective at the end of the work day on December 21, 2012, Mr. Pikus was no longer an employee of the Board. The Board authorizes the Superintendent to execute the Separation Agreement and implement its provisions.

**Section 2:** It is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board, and that all deliberations of the Board and any of its committees that resulted in such formal action were in meetings in compliance with all legal requirements, including R.C. §121.22.

\_\_\_\_\_ seconded the motion and upon roll call, the vote was as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that the foregoing is a true, correct, and accurate excerpt from the minutes of the meeting held on January 14, 2013, by the Board of Education of the Garfield Heights City Schools, showing the adoption of the Resolution hereinabove set forth.

\_\_\_\_\_  
Allen D. Sluka, Treasurer  
Board of Education of the  
Garfield Heights City Schools  
Cuyahoga County, Ohio

## EMPLOYMENT SEPARATION AGREEMENT

This Employment Separation Agreement ("Agreement") is made and entered into the 21<sup>st</sup> day of December, 2012, by and between the Garfield Heights City Schools Board of Education ("Board") and Ken Pikus ("Mr. Pikus") and the O.A.P.S.E. Local #108, AFSCME/AFL-CIO Local #4 ("Union").

WHEREAS, a dispute arose between the parties as to whether Mr. Pikus's continued employment was feasible; and,

WHEREAS, the Board, Mr. Pikus and the Union ("the parties") desire to amicably resolve this matter meaningfully, with the interest of District students in mind, and with minimal expense to them.

NOW THEREFORE, the parties agree to the terms of this Agreement:

1. The parties agree to an immediate separation of employment, effective December 21, 2012. Based on the District's current projected finances, the parties anticipate the Board may adopt a reduction plan within the next few months. The plan could include reductions in force, with several employees being laid off. Under these circumstances, the Board has agreed to Mr. Pikus separating employment by being laid off effective at the end of the work day on December 21, 2012. The Union and Mr. Pikus agree not to grieve, challenge, appeal or institute any litigation regarding Mr. Pikus being laid off pursuant to this Agreement. The Union and Mr. Pikus agree this lay off is in accordance with the labor contract and state law. Mr. Pikus specifically waives any and all notice, hearing, bumping, recall and/or reinstatement rights under the labor contract and/or state law and the Union and Mr. Pikus agree not to pursue any grievances, appeals or litigation regarding Mr. Pikus's separation from employment and/or alleged reinstatement rights. This Agreement is not contingent upon the Board approving or implementing a reduction plan.
2. Nothing in this Agreement shall prevent the Board from filling the position vacated by Mr. Pikus's separation from employment. The Union and Mr. Pikus agree Mr. Pikus has no right to notice, recall, or reinstatement to any open position at the Board.
3. Upon execution of this Agreement, Mr. Pikus shall return all Board property that may still be in his possession, including but not limited to keys to District buildings.
4. In consideration for the separation from employment, Mr. Pikus knowingly and voluntarily irrevocably and unconditionally releases, acquits and fully and forever discharges the Board together with its elected members, officers, administrators, employees and agents, both past and present, in their individual and official capacities, from any and all claims, demands, obligations, judgments, actions, and/or causes of action, suits, liabilities, debts, contentions, damages, benefits, levies and/or executions, of any kind, whether in law or in equity, from the beginning of Mr. Pikus's employment to the date of execution of this Agreement, including, but not limited to any claims Mr. Pikus has had, or may now have, whether known or unknown, in any way related to, or

arising out of, or in connection with Mr. Pikus's employment with the Board. The claims released herein specifically include, but are not limited to, any claims arising in tort or in contract, any claims based on breach of contract or the labor contract, any claim arising under state or federal constitutions, or any claim under federal, state, or local law prohibiting race, sex, age, religion, national origin, disability, marital status or other forms of discrimination. The claims released herein also specifically include, but are not limited to claims that Mr. Pikus has or has had under O.R.C. Chapter 4112, O.R.C. Section 3319.081, civil service laws, Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 1983, the Employment Retirement Income Securities Act of 1974 and the Americans with Disabilities Act with the exception of the enforcement of this Agreement and any workers' compensation claims.

Mr. Pikus acknowledges that he has been given a period of twenty-one (21) days to review and consider the terms of this Agreement prior to his execution of this Agreement and that he understands he has the right to use as much of the twenty-one (21) day period as he desires. Mr. Pikus acknowledges and understands that he may, within seven (7) days after execution of this Agreement, revoke this Agreement. Revocation shall be made by Mr. Pikus delivering a written notice of revocation to Sarah J. Moore, Esq., Roetzel & Andress, 1375 East Ninth Street, 9th Floor, One Cleveland Center, Cleveland, Ohio 44114-1788, no later than the close of business on the seventh (7th) day after Mr. Pikus executes this Agreement. If Mr. Pikus exercises his right to revoke this Agreement, all of the terms and conditions of this Agreement shall be of no force and effect and the Superintendent will proceed with making his recommendation to the Board that it terminates the employment of Mr. Pikus. Mr. Pikus understands this Agreement is contingent on Board approval and acknowledges the Board may revoke the offer of this Agreement anytime within the twenty-one (21) day period, provided Mr. Pikus has not yet delivered an executed copy of this Agreement to the Superintendent. Should Mr. Pikus revoke this Agreement or decide not to sign this Agreement within the time period, Mr. Pikus and the Union agree that Mr. Pikus shall be designated as having been in unpaid status from December 22, 2012, through the date of revocation or end of the time period.

5. Mr. Pikus and the Union represent and warrant that neither has filed a grievance, unfair labor practice or lawsuit against the Board regarding the status of Mr. Pikus's employment with the Board.
6. Regarding unemployment, Mr. Pikus acknowledges and agrees that the Board has not promised Mr. Pikus unemployment benefits and Mr. Pikus has not relied on receiving unemployment benefits as a condition to entering into this Agreement. The Board agrees not to challenge or appeal any decision by the Ohio Department of Job and Family Services ("ODJFS") granting an application by Mr. Pikus for unemployment benefits. Mr. Pikus acknowledges the Board must provide certain employment information to the ODJFS at the time he makes application for unemployment.
7. The Board agrees to provide Mr. Pikus a neutral letter of reference, limited to date of hire, date of separation, position held and salary. The Assistant Superintendent/Director

of Human Resources (currently Joan Chamberlin) shall provide this neutral letter of reference to Mr. Pikus upon request.

8. The Board agrees to keep all documents related to the investigation that precipitated this Agreement, in a separate file outside of Mr. Pikus's personnel file.
9. This Agreement shall not constitute an admission of guilt or wrongdoing by Mr. Pikus.
10. The Board and Mr. Pikus agree neither shall intentionally disparage the other.
11. Both parties represent and warrant that they have had a full opportunity to review this Agreement with an attorney, that they understand their rights and have entered into this Agreement voluntarily, with sound mind, without coercion and is not under any duress.
12. This Agreement is contingent on Board approval. The Board may conditionally adopt this Agreement within the seven (7) day revocation period.
13. This Agreement is entered into on a non-precedent setting basis.

  
\_\_\_\_\_  
Ken Pikus

Date: 1/4/13

FOR THE BOARD:

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

Its: \_\_\_\_\_

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

FOR THE UNION:

By: Michelle Hadden

Its: OAPSE President

Date: 1/4/13