

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

**RECORD OF PROCEEDINGS
Minutes – Special Board Meeting
February 16, 2012**

The Board of Education of the Garfield Heights City School District met in Special session on Thursday, February 16, 2012, at the Garfield Heights Board of Education Offices at 5:00 p.m. with Mr. Joseph M. Juby, President of the Board, presiding.

ROLL CALL

Present : Mr. Juby, Mr. Wolske, Mr. Dobies, Mrs. Kitson
Absent: Mrs. Geraci (Excused for Personal Reasons)

ADOPTION OF AGENDA

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

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

Moved by Mr. Dobies, seconded by Mr. Wolske to approve Resolution No. 2012-007, a Resolution to accept the retirement of Thomas Matthews, as presented in Exhibit "A".

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

Moved by Mr. Wolske, seconded by Mr. Dobies to approve the Employment Separation Agreement between the Garfield Heights City Schools and Sharyn Turner as presented in Exhibit "B".

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

Moved by Mr. Wolske, seconded by Mr. Dobies to enter into Executive Session at 5:10 p.m. for the purpose of evaluating the Treasurer.

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

Adjourned from Executive Session at 6:15 p.m.

ANNOUNCEMENT OF THE NEXT BOARD MEETING

Regular Board Meeting – 6:00 p.m.

Wednesday, February 22, 2012

Maple Leaf Intermediate School

5764 Turney Road

Garfield Heights, Ohio 44125


Moved by Mr. Dobies, seconded by Mr. Dobies to adjourn the meeting at 6:16 p.m.

Ayes: Dobies, Wolske, Geraci, Kitson, Juby

Nays: None



President



Treasurer

RESOLUTION NO. 2012-007

RESOLUTION TO ACCEPT RETIREMENT RESIGNATION OF THOMAS MATTHEWS

WHEREAS, Thomas Matthews tendered his resignation on or about January 31, 2012, effective the last day of the 2011-2012 contract year, June 29, 2012;

WHEREAS, the January 31, 2012, retirement resignation letter contained the following sentence: "This will allow me to take advantage of all incentives (March 1st notification), severance, and other items due at the time of my retirement."

WHEREAS, the District notified Thomas Matthews on or about Friday, February 10, 2012, that: (a) the Board had adopted the *Administrative/Supervisory Personnel Contract Terms Effective January 1, 2012*, ("Governing Benefits Schedule") providing him a copy of that document; (b) the Governing Benefits Schedule contained information on severance pay that would be due to Mr. Matthews upon retirement resignation; (c) no other incentives or other items outside the Governing Benefits Schedule would be due Mr. Matthews at the time of his retirement resignation; and, (d) the Board would consider accepting Mr. Matthews' retirement resignation at its February 16, 2012, special meeting and would be striking out the sentence of the January 31, 2012, retirement resignation letter that reads "This will allow me to take advantage of all incentives (March 1st notification), severance, and other items due at the time of my retirement" to ensure there is no confusion; and,

WHEREAS, Mr. Matthews did not withdraw his retirement resignation after receiving the February 10, 2012, letter and accompanying Governing Benefits Schedule.

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 retirement resignation of Thomas Matthews (attached as Exhibit A-1) is accepted effective the last day of Mr. Matthews' 2011-2012 contract year, June 29, 2012, and the Board specifically strikes the sentence reading: "This will allow me to take advantage of all incentives (March 1st notification), severance, and other items due at the time of my retirement" from Mr. Matthews' January 31, 2012, retirement resignation letter to ensure there is no confusion as the only severance benefit due Mr. Matthews will be that contained in the Governing Benefits Schedule.

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.

EMPLOYMENT SEPARATION AGREEMENT

This Employment Separation Agreement ("Agreement") is made and entered into this ____ day of February, 2012, by and between the Garfield Heights City Schools Board of Education ("Board") and Sharyn Turner ("Ms. Turner") and the Garfield Heights Teachers' Association ("Union").

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

WHEREAS, the Board, Ms. Turner 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 February 10, 2012. Based on the recent failure of the school levy, the parties anticipate the Board will adopt a reduction plan within the next few months. The plan will likely include significant reductions in force, with several employees being laid off. Under these circumstances, the Board has agreed to Ms. Turner separating employment by being laid off effective February 10, 2012. The Union and Ms. Turner agree not to grieve, challenge, appeal or institute any litigation regarding Ms. Turner being laid off. The Union and Ms. Turner agree this lay off is in accordance with the labor contract and state law. Ms. Turner 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 Ms. Turner agree not to pursue any grievances or litigation regarding Ms. Turner's separation from employment. This Agreement is not contingent upon the Board approving or implementing a reduction plan.

The parties agree the 2011-2012 supplemental contract for Middle School National Honor Society ("supplemental contract") issued to Ms. Turner is null and void. Ms. Turner specifically waives any rights under this supplemental contract including any and all rights to notice or hearing under the labor contract and/or state law and the Union and Ms. Turner agree not to pursue any grievances or litigation regarding Ms. Turner and this supplemental contract.

2. Nothing in this Agreement shall prevent the Board from filling the teaching position or supplemental contract position vacated by Ms. Turner's separation from employment. The Union and Ms. Turner agree Ms. Turner has no right to notice, recall, or reinstatement to any open position at the Board.
3. Upon execution of this Agreement, Ms. Turner shall return all Board property, including but not limited to keys and any student tests, examinations, or other paperwork. Ms. Turner shall meet with Assistant Superintendent Chamberlin at an agreed upon date/time at the school to allow Ms. Turner an opportunity to gather her personal belongings. Ms.

Turner shall be allowed to have a Union representative present with her, should she so choose.

4. In consideration for the separation from employment, Ms. Turner 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 Ms. Turner's employment to the date of execution of this Agreement, including, but not limited to any claims Ms. Turner has had, or may now have, whether known or unknown, in any way related to, or arising out of, or in connection with Ms. Turner'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 Ms. Turner has or has had under O.R.C. Chapter 4112, O.R.C. Section 3319.16 & 3319.161, Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 1983, the Age Discrimination in Employment Act, 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.

Ms. Turner acknowledges that she has been given a period of twenty-one (21) days to review and consider the terms of this Agreement prior to her execution of this Agreement and that she understands she has the right to use as much of the twenty-one (21) day period as she desires. Ms. Turner acknowledges and understands that she may, within seven (7) days after execution of this Agreement, revoke this Agreement. Revocation shall be made by Ms. Turner 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 Ms. Turner executes this Agreement. If Ms. Turner exercises her right to revoke this Agreement, all of the terms and conditions of this Agreement shall be of no force and effect. Ms. Turner 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 Ms. Turner has not yet delivered an executed copy of this Agreement to the Superintendent.

5. Regarding unemployment, Ms. Turner acknowledges and agrees that the Board has not promised Ms. Turner unemployment benefits and Ms. Turner 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 Ms. Turner for unemployment benefits. Ms. Turner acknowledges the Board must provide certain employment information to the ODJFS at the time she makes application for unemployment.

- 6. The Board agrees to provide Ms. Turner 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 Ms. Turner upon request.
- 7. The Parties acknowledge the Board has an obligation under O.R.C. §3319.314 to maintain the January 4, 2012, investigation report in Ms. Turner's personnel file. The Board agrees to keep all other documents compiled during its investigation into the Complaint in a separate file, including but not limited to this Agreement. Should O.R.C. §3319.314 no longer mandate the Board must keep the investigative report in Ms. Turner's personnel file, the report will be moved to the separate file created pursuant to this section.
- 8. This Agreement shall not constitute an admission of guilt or wrongdoing by Ms. Turner.
- 9. The Board and Ms. Turner agree neither shall intentionally disparage the other. However, the parties acknowledge the Board's Superintendent has an obligation to send a report to the Ohio Department of Education.
- 10. 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.
- 11. This Agreement is contingent on Board approval.
- 12. This Agreement is entered into on a non-precedent setting basis.
- 13. Ms. Turner acknowledges the Board does not have an open enrollment policy and that her child will not be eligible to continue enrollment with the Garfield Heights Schools as Ms. Turner is not currently a resident of this District.

Sharyn Turner
 Sharyn Turner

Date: 2/10/12

FOR THE BOARD:
 By: _____
 Its: _____
 Date: _____

FOR THE UNION:
 By: Garth Robert Keelock
 Its: GHTA President
 Date: 2-15-12