

## **SEPARATION AGREEMENT**

THIS SEPARATION AGREEMENT (hereinafter "Agreement") is being entered into this 19<sup>th</sup> day of January, 2018, by and between the Dayton City School District Board of Education, (hereinafter referred to as "Dayton" or "District") and Rhonda Corr (hereinafter referred to as "Corr").

Dayton and Corr desire to enter into this Agreement to fully resolve all questions of compensation, entitlement to benefits, and any and all other claims, whether known or unknown, which Corr may have relating to her employment and separation from employment with Dayton.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Agreement to End Employment Relationship. Corr hereby submits her resignation from employment as Superintendent of the District, effective July 31, 2018, and Dayton accepts her resignation, said acceptance to be effective immediately. Dayton and Corr agree that Corr's Employment Contract with Dayton for the term beginning August 1, 2017 and ending July 31, 2020, is no longer in effect, and that her entitlement to compensation and benefits beginning with the execution of this Agreement, is limited as set forth in Paragraph 2 of this Agreement. Corr waives any right to reinstatement of employment with Dayton, and agrees not to re-apply to Dayton for employment in any capacity. Corr further agrees not to enter upon any property owned by Dayton without the express written consent of Dayton's Board President.

2. Additional Consideration. As additional consideration for Corr's agreement to the terms and conditions set forth in this Agreement, especially Paragraph 6 (below), Dayton will:

- A. Continue Corr's base salary through July 31, 2018 at her current rate of pay, and continue paying Corr's contribution to the State Teachers' Retirement System through July 31, 2018;
- B. Maintain Corr's group health insurance benefits on the same basis as if she were actively at work through July 31, 2018; and
- C. Provide Corr with a neutral letter of reference, stating the dates of her employment and job duties while employed by Dayton.

3. Commitment Not to File Application for Unemployment Compensation Benefits. Corr agrees and commits that she will not file an application for unemployment compensation benefits with the Ohio Department of Job and Family Services, and in consideration of the benefits under this Agreement, waives any entitlement she may have to such benefits.

4. Mutual Non-Disparagement. Dayton and Corr agree that neither will disparage the other.

5. Agreement to Mediate. Should any dispute arise over the implementation of this Separation Agreement, Dayton and Corr agree that prior to filing any administrative or Court action, they will engage in mediation of said dispute.

6. Complete Release and Waiver.

A. For valuable consideration received, the sufficiency of which is hereby acknowledged, and as stated in Paragraph 2 of this Agreement, Rhonda Corr, on behalf of herself and her heirs, representatives, successors, and assigns (also hereinafter referred to as "Corr") hereby releases and forever discharges the Dayton City School District and its Board of Education, and any and all of its current and former employees, successors, predecessors, representatives, agents, officers, administrators, attorneys and current and former Board members (hereinafter collectively referred to as "Dayton") from any and all claims and/or causes of action, known or unknown, which Corr may have or could claim to have against Dayton up to and including the effective date of this Agreement. This general release includes, but is not limited to, all claims arising from or during Corr's employment or as a result of her separation from employment with Dayton and all claims arising under federal, state or local laws prohibiting employment discrimination based upon age, race, sex, religion, disability, national origin or any other protected characteristic, including, but not limited to, any and all claims arising under the United States Constitution, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and/or claims growing out of any legal restrictions, expressed or implied, on the Board's right to control or terminate the employment of its employees, as well as any and claims for damages, costs, and attorneys fees. This general release also includes Corr's waiver of any and all processes which may be available to her through any administrative and statutory proceedings.

B. For valuable consideration received, the sufficiency of which is hereby acknowledged, Dayton forever releases and discharges Corr from any and all claims and/or causes of action, known or unknown, which Dayton may have or could claim to have against Corr up to and including the effective date of this Agreement.

7. Non-Admissions Clause. Corr understands and agrees that, by entering into this Agreement, Dayton does not admit, but expressly denies, that it has violated any contract, rule or law, including but not limited to, any federal, state or local statute or law relating to employment or employment discrimination. Similarly, Dayton understands and agrees that, by entering into this Agreement, Corr does not admit, but expressly denies, that she

has violated any contract, rule, or law relating to her employment or otherwise engaged in any misconduct.

8. Nondisclosure and Confidentiality. Corr agrees that she will maintain the confidentiality of any and all private information to which she had access and was provided during her employment with Dayton.

9. Notice. Corr acknowledges that Dayton provided her with a copy of this Agreement on the date set forth in the Receipt and Acknowledgement below, giving her at least twenty-one (21) days to review the terms of this Agreement with her legal counsel, and advised Corr to seek the advice of an attorney before deciding whether to execute this Agreement, and Corr availed herself of that opportunity.

10. Right to Revoke. Pursuant to law, Corr has the right to revoke this Agreement for a period of seven (7) days following the date of her execution of this Agreement. Said revocation must be in writing, signed by Corr, and received by Dayton prior to the expiration of the said seven (7) day period.

11. Effective Date. All terms and conditions of this Agreement become effective on the day following the expiration of the revocation period set forth in Paragraph 10, provided Corr has not exercised her right to revoke.

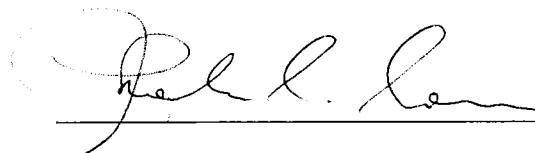

12. Complete Agreement. This Agreement is the entire Agreement between Corr and Dayton concerning all matters covered by this Agreement. Each and every of its terms are contractual and not a mere recital. No other oral or written understandings or promises have been made or reached, and if so, such are superseded by this Agreement. Disputes under this Agreement will be governed and construed under the laws of the State of Ohio. If any provision is judicially deemed unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way affect the validity and enforceability of, the remaining provisions, and the rights and obligation of the parties shall be enforced to the fullest extent possible.

**By their signatures set forth below, Corr and Dayton acknowledge and agree that each has carefully read the Agreement in its entirety, discussed it with legal counsel, understands its terms and binding effect, and has entered into it voluntarily and with free will.**

DAYTON CITY SCHOOL  
DISTRICT BOARD OF EDUCATION

RHONDA CORR

By \_\_\_\_\_  
Dr. William E. Harris, Jr., President

 \_\_\_\_\_ 1-19-18 

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Hiwot Abraha, Treasurer