

**AGREEMENT**  
**CLARIFYING TERMS OF SEPARATION**  
**FOR**  
**PATRICK C. HICKEY**

WHEREAS there is currently in existence a contract between the WASHINGTON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION (hereinafter "the Board") and PATRICK C. HICKEY (hereinafter "Mr. Hickey") for the employment of Mr. Hickey as Superintendent through July 31, 2018; and

WHEREAS the Board is desirous of implementing a transition in the position of Superintendent at an earlier date, and Mr. Hickey is desirous of accommodating that objective and facilitating a smooth transfer of authority in such position;

IT IS HEREBY AGREED by the Board and Mr. Hickey as follows:

1. Mr. Hickey's signature on this Agreement shall, upon the Board's approval of this Agreement, constitute his resignation from all employment with the Washington Local Schools, effective as of July 31, 2016.
2. Mr. Hickey shall remain on paid administrative leave through the 120th work day of the 2015-16 contract year. Mr. Hickey hereby applies for, and the Board hereby grants, a sabbatical leave commencing on 121<sup>st</sup> day of work of the 2015-16 contract year and continuing through July 31, 2016. During the sabbatical leave period, Mr. Hickey will have the status of an Administrator on Leave, and will continue to receive pay and benefits equivalent to those being received currently under his contract as Superintendent, except as set forth herein. Health care benefits shall continue through July 31, 2016.
3. Nothing herein shall prevent Mr. Hickey from seeking or engaging in other employment beginning with the effective date of this Agreement. Should Mr. Hickey be unemployed as of August 1, 2016, and apply for unemployment benefits on or before August 31, 2016, the Board will not oppose such application.
4. Upon separation from employment on July 31, 2016, the Board will pay Mr. Hickey for all accrued and unused vacation leave to his credit as of July 31, 2016, not to exceed fifty-five and one-half (55.5) days, at the per diem rate prescribed by his employment contract.
5. Upon separation from employment on July 31, 2016, Mr. Hickey will be paid for two (2) unused personal days in accordance with provisions of the current Supervisor and Administrator's Handbook, at the per diem rate prescribed by his employment contract.
6. Within twenty (20) business days following his separation from employment on July 31, 2016, Mr. Hickey will be paid, as consideration for foregoing the salary and benefits that he would have earned for contract years 2016-17 and 2017-18, an amount equal to the amount he would have been paid by the District as severance pay had he separated from employment on July 31, 2016 for purposes

of STRS service retirement. Mr. Hickey waives any further claim against the Board for any "severance" or "severance pay" other than the commitment set forth in this paragraph.

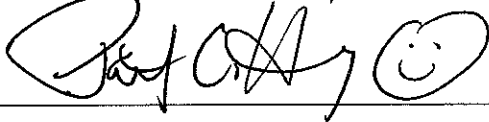
7. Following the Board's approval of this Agreement, no further payments will be made by the Board to STRS for the purchase of retirement service credit.
8. Following the Board's approval of this Agreement, no further amounts shall be paid by the Board as educational stipends or lump sum payments to tax-sheltered accounts or other accounts as previously directed by Mr. Hickey under the terms of his employment contract.
9. Any pending or future evaluation process for Mr. Hickey will not be completed, except as may be required by law. No evaluations, directives, or disciplinary materials of any kind shall be added to Mr. Hickey's personnel file following the effective date of this Agreement, except as may be required by law.
10. Mr. Hickey hereby releases any and all claims he may now have or could have asserted against the past or present officers, employees, or agents of the Board, including individual Board members, and the Board, arising from or connected with the employment of Mr. Hickey in the Washington Local School District, including Mr. Hickey's right to continuing contract status as a teacher (if applicable); provided, however, that Mr. Hickey reserves the right to file and does not release any claims against any individual who files a lawsuit against him, and he reserves any right he may have under Section 2744.07 of the Ohio Revised Code to defense and/or indemnification provided by the Board with respect to the claims of third parties, and the Board likewise reserves any and all rights it may have under Chapter 2744 to contest the existence of such obligation on its part.
11. Mr. Hickey acknowledges that the terms of this Agreement supersede any rights which he might otherwise enjoy pursuant to Sections 124.39, 3319.01, 3319.08, 3319.11, 3319.17, and/or 3319.171 of the Ohio Revised Code, and other applicable provisions of law. Mr. Hickey specifically WAIVES AND RELEASES any claims that provisions of this contract constitute a violation of any laws relating to age discrimination, including but not limited to the Age Discrimination in Employment Act of 1967 (ADEA), 29 U.S. Code Section 621 and a similar provisions of Ohio law. Mr. Hickey acknowledges that it is the Board's recommendation that he consult with an attorney before signing this Agreement, and that he may revoke this Agreement within seven calendar days after signing it. In order for such revocation to be effective, written notice must be received by the Board no later than the close of business on the seventh day after Mr. Hickey has signed this Agreement. Mr. Hickey also understands that by law, he is allowed 21 calendar days to review this Agreement before signing it. However, Mr. Hickey is hereby voluntarily RELEASING AND WAIVING his right to this 21-day review period. Mr. Hickey is not, however, waiving his right to revoke this Agreement seven days after signing it, as described above. Furthermore, nothing in this paragraph shall be deemed a waiver of any right which he is prohibited from waiving by law.
12. Mr. Hickey agrees that, following the Board's approval of this Agreement, he will not enter upon the grounds of any properties of the Washington Local

School District, except for the purposes of attending parent-teacher conferences, athletic events, performances, or other school functions in which one of his children is a participant, or unless prior written permission is provided by the Superintendent or Board President. Mr. Hickey further agrees the time spent on school grounds or in school buildings for any of the foregoing reasons shall be limited to the time necessary for attendance at events in which his child is participating, or for which permission has been granted.

13. This Agreement constitutes the entire Agreement of the parties, and there are no other Agreements of the parties not included herein. Copies of a signature upon this Agreement shall be treated as an original.

WHEREFORE the parties, by their own hand or through their designated representatives, have indicated their acceptance of the foregoing terms by affixing their signatures below, and this Agreement shall be effective on the date when it can no longer be revoked.

PATRICK C. HICKEY



Date above signed: 12-11-15

WASHINGTON LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION

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

Date above signed: 12-11-15