

CONFIDENTIAL
SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Agreement") is entered into and made effective as of this 17 day of September, 2020, by and between Fuzzie Davis ("Ms. Davis" or "Plaintiff") on the one hand, and the Board of Education of the Mansfield City School District ("Board of Education") and Renda Cline, Chris Elswick, Gary Feagin, Judy Forney, Sheryl Weber, Brian Garverick, Robert Kuehnle, Mark Manley, and Scott Musser (collectively "Individual Defendants") on the other hand. The Board of Education and Individual Defendants shall be collectively referred to herein as "Defendants."

WHEREAS, disputes arose between Plaintiff and Defendants concerning Ms. Davis's employment with the Board of Education; and

WHEREAS, Plaintiff filed a lawsuit in the Richland County Court of Common Pleas styled *Fuzzie Davis v. Mansfield City School District Board of Education, et al.*, Case No. 19-CV-0139, asserting various claims against Defendants related to her employment with the Board of Education ("Lawsuit"); and

WHEREAS, Plaintiff filed a Charge of Discrimination with the United States Equal Employment Opportunity Commission ("EEOC") in Charge Number 532-2019-01410, alleging sex discrimination and age discrimination and the EEOC issued a *Dismissal and Notice of Rights* on May 13, 2020 ("Potential Lawsuit"); and

WHEREAS, Plaintiff filed a Mandamus against the Board and Robert Kuehnle concerning a public records request in the Richland County Court of Common Pleas styled *Fuzzie Davis v. Mansfield City School District Board of Education, et al.*, Case No. 2018-CV-0375 ("Mandamus Action") (the Lawsuit, Potential Lawsuit, and Mandamus Action are referred to collectively "Lawsuits"); and

WHEREAS, the Parties have given due consideration to the costs, expenses, vexations, risks, and delays that would be incurred in continuing to litigate the Lawsuits, including continued discovery, motions, preparation for trial, trial, and possible appeals of the Lawsuits; and

WHEREAS, the sole purpose of this Settlement Agreement and Mutual Release ("Agreement") is to settle all outstanding differences, claims, and disputes concerning Ms. Davis's employment with the Board of Education, as well as all claims asserted in the Lawsuits; and

WHEREAS, this Agreement sets forth the agreement of Ms. Davis and Defendants in resolving these matters and the parties agree that the Richland County Court of Common Pleas and, specifically, Judge Brent Robinson will retain jurisdiction over the pending cases solely for the purposes of enforcing the terms of Settlement or any claims of a breach of the terms of Settlement.

NOW THEREFORE, with intent to be legally bound and in consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

I. General Release of All Claims.

A. In consideration of the covenants provided herein, the receipt and sufficiency of which is hereby acknowledged, Ms. Davis, together with her heirs, legal representatives, agents and assigns, past, present and future, knowingly and voluntarily, irrevocably and unconditionally release, acquit and fully and forever discharge Defendants, and each of their respective board members, officers, directors, employees, agents, servants, heirs, assigns, stockholders, subsidiaries, affiliates, partners, predecessors, successors, attorneys, and representatives, both past and present in their individual and official capacities from any and all claims, demands, obligations, judgments, actions, or causes of actions, suits, liabilities, debts, contentions, damages, benefits, levies and executions of any kind whether in law or in equity in any way relating to or connected with Ms. Davis's employment by the Board of Education from the beginning of the world to the date of the execution of this Agreement including, but not limited to, all claims asserted in the Lawsuit, and any claims that she has had or may now have, whether known or unknown, in any way related to or arising out of or in connection with Ms. Davis's employment by the Board of Education and/or Ms. Davis's resignation from employment, including but not limited to any claim of express or implied contract or promissory estoppel, or wrongful discharge, or pursuant to any federal, state or local employment laws, regulations, executive orders or other requirements, including Board Policy.

B. In further consideration of the covenants provided herein, the receipt and sufficiency of which is hereby acknowledged, Ms. Davis, together with her heirs, legal representatives, agents and assigns, past, present and future, knowingly and voluntarily, irrevocably and unconditionally release, acquit and fully and forever discharge Defendants, and each of their respective board members, officers, directors, employees, agents, servants, heirs, assigns, stockholders, subsidiaries, affiliates, partners, predecessors, successors, attorneys, and representatives, both past and present in their individual and official capacities from any and all Claims arising out of or in any way related to any conduct, actions, inactions, happenings, or events occurring prior to and/or contemporaneous with the execution of this Agreement, whether such Claims are now known or unknown, and regardless of whether such Claims are based in law or in equity, including but not limited to:

(1) Any and all Claims for breach of the Board's policies, rules, regulations, or handbooks, for breach of express or implied contracts, express or implied covenants of good faith, quasi-contracts, promissory estoppel, unjust enrichment, negligent and/or intentional misrepresentations, or fraud; and any and all Claims for wrongful discharge, defamation, invasion of privacy, intentional and/or negligent infliction of emotional distress, loss of spousal consortium, violations of public policy, violations of whistleblower statutes, retaliation, intentional torts, or any other personal injury; any and all Claims for back pay, front pay, or other wages or benefits, for any kind of compensatory, special or consequential damages, punitive or liquidated damages, lost or unpaid benefits of any kind or nature, attorneys' fees, costs, disbursements or expenses of any kind whatsoever.

(2) Any and all Claims arising under federal, state or local constitutions, statutes, laws, rules, regulations, executive orders or common law regulating employer conduct or prohibiting employment discrimination, retaliation and/or interference based upon race, color, sex, religion, age, handicap or disability, national origin, genetic information, sexual orientation or any other protected category or characteristic, including but not limited to any and all Claims arising under the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; 42 U.S.C. §1983; the Americans With Disabilities Act ("ADA"), as amended; the Rehabilitation Act of 1973, as amended; the Equal Pay Act; the Employee Retirement Income Security Act (ERISA); the Family and Medical Leave Act ("FMLA"), as amended; the Genetic Information Nondiscrimination Act of 2008; the National Labor Relations Act; the Labor Management Relations Act; the Fair Labor Standards Act ("FLSA"); the Lilly Ledbetter Fair Pay Act of 2009; the Ohio Fair Employment Practices Act ("Ohio's FEPA"); the Ohio Military Family Leave Act; Titles 33 and/or 41 of the Ohio Revised Code; and/or under any other federal, state or local human rights, civil rights, or employment discrimination statute, rule or regulation.

C. In consideration for the obligations of Ms. Davis provided herein, the sufficiency of which is hereby acknowledged, the Defendants (along with each of their respective heirs, personal representatives, agents and assigns), knowingly, voluntarily, irrevocably and unconditionally release, hold harmless, acquit and forever discharge Ms. Davis (together with her heirs, personal representatives, agents and assigns) from any and all claims, demands, grievances, complaints, judgments, actions, causes of actions, obligations, liabilities, debts, damages, and suits at law or in equity of any nature whatsoever (collectively referred to as "Claims") arising out of or in any way related to any conduct, actions, inactions, happenings, or events occurring prior to and/or contemporaneous with the execution of this Agreement, including all Claims that have been or could have been asserted in any lawsuit, including the Lawsuits referred to above. The Defendants further agree and covenant that they will not pursue any claims against Ms. Davis arising out of or in connection with her employment with the Board of Education or resignation from said employment.

II. Consideration

A. Reinstatement.

The Board of Education shall reinstate Ms. Davis to her former administrative position of High School Assistant Principal effective from April 18, 2018, through the end of the 2019-2020 school year (i.e., June 30, 2020).

B. Irrevocable Letter of Resignation.

Within ten (10) business days after execution of this Agreement, Ms. Davis shall tender her irrevocable letter of resignation (for personal reasons) effective at the end of the 2019-2020 school year (i.e., June 30, 2020). It is understood that Ms. Davis's resignation is being submitted as a part of a settlement agreement and is not an admission of liability.

C. No Employment/Re-Employment.

Ms. Davis agrees that she shall not seek reinstatement to her former employment, or be eligible for future employment with the District, and will not seek, apply for, or accept future employment with the District or any position that may cause Ms. Davis to perform services of any nature for the Board of Education in the future, by any means. If Ms. Davis breaches this paragraph, she agrees that the Board of Education shall not incur any liability of any kind or nature whatsoever by virtue of its refusal to consider Ms. Davis' request for reinstatement, employment, or other relationship or affiliation with the District.

D. Payment.

Within fourteen (14) business days after execution of this Agreement, the Board of Education shall cause payment to be made to be made to "Fuzzie Davis" in the total amount of Three Hundred Eighty-Three Thousand Dollars and Zero Cents (\$383,000.00). Such payment will be reported to the IRS and a Form 1099 will be issued. It is understood and agreed that no amounts shall be withheld from said settlement payment.

III. Dismissal of Lawsuits and Waiver of Right to Sue.

A. Ms. Davis shall dismiss with prejudice the following matters: (1) *Fuzzie Davis v. Mansfield City School District Board of Education, et al.*, Case No. 19-CV-0139; and (2) *Fuzzie Davis v. Mansfield City School District Board of Education, et al.*, Case No. 2018-CV-0375.

B. Ms. Davis also waives her right to file a lawsuit related to the discrimination claims alleged in the Potential Lawsuit (i.e., EEOC Charge Number 532-2019-01410).

IV. Other Proceedings.

Ms. Davis hereby represents and confirms that she has not filed or otherwise initiated any other lawsuit, complaint, charge, or other proceeding against the Board of Education or its elected members, officers, employees, agents, directors or the Individual Defendants in any court or government agency based on events occurring on or prior to the date of signing this Agreement. Ms. Davis expressly waives any right to damages or other legal or equitable relief awarded by any court or government agency relating to any lawsuit, complaint, charge, or other proceeding (regardless by whom filed), that is pending or that is filed in the future and which is based on events occurring on or prior to the date of signing this Agreement.

V. No Admission of Liability or Wrongdoing.

Nothing in this Agreement shall be treated as, construed as, or deemed an admission of wrongdoing or liability by the Parties for any purpose at any time. Ms. Davis understands and agrees that the settlement is the compromise of disputed claims and that the consideration provided is not to be construed as an admission of liability on the part of Defendants or any

person/entity released pursuant to this Agreement, and that Defendants and such persons/entities expressly deny that they have done anything wrong or unlawful.

VI. No Evidence.

It is understood that this Agreement, and the terms and provisions contained herein, shall not be used as evidence of liability, discrimination, or other alleged wrongdoing in any action, suit or proceeding whatsoever, whether or not a Party to the Lawsuits is the Party asserting such claim. Nothing herein shall prevent this Agreement or its terms from being used, offered, or received in any proceeding to enforce any or all of the terms of this Agreement.

VII. Non-Disparagement-Mutual.

In consideration of the mutual promises contained herein, the Parties mutually agree that they will not engage in any conduct, take any action, or make any remarks or comments that may impugn the reputation or integrity of the other Parties, or that may adversely affect or be detrimental to the other Parties' reputation, image, or relationship and good will in the community at large. This provision, however, does not prevent any Party from testifying truthfully in any court or other legal proceeding, and it shall not be a breach of this Agreement for any Party to do so.

VIII. Confidentiality.

Unless otherwise required by law, the Parties to this Agreement shall not make any statements (whether oral, written, or electronic) relating to these Lawsuits and/or the substance, terms, or conditions of this Agreement to any third party. It is understood and agreed, however, that this Agreement shall not prohibit the Parties from: (i) disclosing the terms hereof to professional legal advisors; spouses and/or government officials; (ii) responding to subpoenas and/or orders from courts of competent jurisdiction; and/or (iii) stating in response to any other inquiry that: "THE MATTER HAS BEEN RESOLVED." It is further understood and agreed that the Board of Education is a public entity subject to certain obligations under R.C. §149.43.

IX. Acknowledgments.

In signing this Agreement, the Parties acknowledge that: (1) they have carefully and fully read the foregoing Agreement; (2) the Agreement is written in plain and understandable language; (3) they fully understand the Agreement; (4) they are entering into the Agreement knowingly, voluntarily, and without duress, coercion or undue influence of any kind; and (5) they have consulted with an attorney about the Agreement's meaning and effect.

X. Disputes Regarding Terms of Settlement.

Judge Brent Robinson (on whose docket the Lawsuit (i.e., Case No. 19-CV-0139) has been assigned) shall retain jurisdiction, if necessary, for purposes of resolving any dispute as to the enforceability of this Agreement or any provision hereof. It is understood that any dispute between the parties concerning the interpretation, application or claimed breach of the terms of

settlement, including this Agreement, shall be first subject to voluntary attempts to resolve the matter by the claimant by notifying the other party or parties in writing of the claim; by giving the other party or parties the opportunity to respond in writing to the claim within ten (10) business days of receipt of the claimed dispute; and by giving the other party or parties the opportunity to meet and confer where practical. If the matter is not resolved in this manner, the dispute may then proceed to resolution in a forum having jurisdiction over the parties and this Agreement.

XI. Choice of Laws and Jurisdiction.

This Agreement, and the rights and obligations of the Parties hereto, shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to its conflict of law or choice of law principles. The Parties agree that Judge Brent Robinson (on whose docket the Lawsuit (i.e., Case No. 19-CV-0139) has been assigned) shall retain jurisdiction, if necessary, for purposes of resolving any dispute as to the enforceability of this Agreement or any provision hereof.

XII. Construction.

Any rule of construction to the effect that ambiguities are resolved against the drafting party shall not apply to the interpretation and construction of this Agreement.

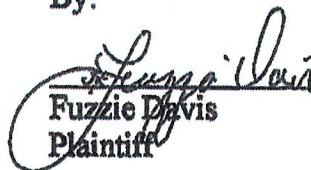
XIII. Effective Date.

This Agreement shall become effective as of the date of the last signature below.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below.

PLAINTIFF FUZZIE DAVIS

By:




Fuzzie Davis
Plaintiff

Date: 8/29/2020

DEFENDANTS

By:



Renda Cline
Board President and Individual Defendant

Date: 09/04/2020

Gary Feagin
Gary Feagin
Board Vice-President and Individual Defendant

Date: Sept. 4, 2020

Chris Elswick
Chris Elswick
Board Member and Individual Defendant

Date: 9/15/20

Judy A Forney
Judy Forney
Former Board Member and Individual Defendant

Date: 9/16/2020

Sheryl Weber
Sheryl Weber
Board Member and Individual Defendant

Date: Sept. 2, 2020

Brian Garverick
Brian Garverick
Former Superintendent and Individual Defendant

Date: Sept. 3, 2020

Robert Kuehne
Robert Kuehne
Former Treasurer and Individual Defendant

Date: 9/17/2020

Mark Manley
Mark Manley
Former Assistant Superintendent/Director of Personnel and Individual Defendant

Date: 9.17.2020

Scott Musser
Scott Musser
Former Assistant High School Principal and Individual Defendant

Date: 9/15/2020