

Ridgedale Local School District Buyout Plan

1. Eligibility

This is the Agreement for the Ridgedale Local School District Employee Buyout Plan ("Plan"). This Plan was approved by the Ridgedale Local School District Board of Education on February 22, 2021. The terms of the Plan consist of this Agreement and Exhibits A, B, and C attached hereto.

"Eligible Employees" are defined as full-time employees represented by the Ridgedale Teachers' Association ("Employee" or "Employees") who have twenty (20) or more years of service credit with the State Teachers Retirement Service ("STRS") as of May 28, 2021 and agree to retire or resign effective May 28, 2021. The Plan is being offered to provide staff members career options and to meet operational and budgetary needs. The Plan does not include substitutes, temporary or contracted employees, those who have been laid off, terminated, or those who have previously retired and returned to the District.

Under the Plan, the District promises to pay the Buyout described below to an Eligible Employee who agrees to retire or separate from service effective May 28, 2021 and fulfills his or her contractual obligations through the date of his or her retirement or separation from service (the "Exit Date"). Failure to fulfill contractual obligations through the Employee's Exit Date will result in forfeiture of these benefits. Disability or death is not considered a lack of fulfillment of contractual benefits, and does not preclude the Employee or his/her estate from receiving these benefits.

To become a Plan participant, an Eligible Employee must agree to retire or separate from District service, but there is no requirement that an Employee commence his/her pension under STRS. Following retirement or separation from service with the District, the Employee is free to accept full or part-time employment with any other employer, or perform substitute services, or other employment with the District at the District's sole discretion. However, should the Plan participant choose not to retire under STRS, then the participant would not be eligible for severance under the terms of the Master Contract (Article XIII(C)).

2. Buyout

Those actively working employees who meet the Buyout eligibility requirements can elect to resign or retire effective May 28, 2021 from the Board's employment during the one-time window period of enrollment. The Buyout for teachers electing to participate and exiting May 28, 2021 shall be \$25,000, plus Severance Pay in accordance with Article XIII, Section C of the Master Contract. **NOTE:** Severance Pay according to the Master Contract is only available to those employees who are retiring from the District. Those employees who are resigning but not retiring under STRS are not eligible for the Severance Pay described herein.

Participants in the Plan shall receive payment of the total Plan benefit within sixty (60) days of the acceptance of the Participant's resignation. In lieu of receiving the total payment within sixty (60) days of the acceptance of the Participant's resignation, the Participant may choose to receive the payment in two (2) equal installments. If this option is selected, the first payment will be made within the sixty (60) day aforementioned window and the second payment would be made in the month of January 2022. Payment shall be made to the account of the Participant's choosing. Any tax questions should be referred to the Participant's personal advisor. There are no exceptions or other options. Payment will be subject to withholding for all applicable Medicare, federal, state, and local taxes. Participants are responsible for any and all tax consequences related to these payment(s).

There can be no exceptions to or options for Plan payments, including no future deferral of Plan payments or acceleration of Plan benefits, nor altering the formulas, calculations, or method of Plan benefit payments, or timing or number of payments, as explained therein.

3. Death or Disability

If the Employee has filed a written election to participate in the Plan and dies before his or her Exit Date, payments shall be made directly to the Employee's estate. If the Employee retires or separates from service and is entitled to benefits under the Plan, but dies before receiving all such benefits, then the Employee's estate shall receive the remaining benefits on the same schedule that would have applied had the Employee survived until the full payment is made. The Employee's estate shall receive the remaining payments, paid in cash less applicable tax withholdings.

If the Employee has filed a written election to participate in the Plan and becomes disabled (so that in the opinion of a physician acceptable to the District, the Employee will be unable to return to full-time work prior to the agreed Exit Date) then the Employee shall receive the Buyout on the same schedule that would have applied had he or she continued to work (or continued on approved leave) until the agreed Exit Date under the Plan. An Employee who becomes disabled after filing an election to participate in the Plan will not be able to revoke that election after the close of the window period of election and the five business day revocation period have passed.

4. Election Period and Procedure

The "Window Period" for Eligible Employee elections ends March 31, 2021 (received at the Board office). Late elections will not be accepted. An Eligible Employee may elect to participate in the Plan by signing the Application Form (Exhibit A) and returning to the Treasurer the required waivers, releases, and other documentation described in Section 5 below within the Window Period. If such documentation is not signed and returned to the Treasurer within the Window Period, then the Eligible Employee shall not be entitled to participate in this Plan. If all of the required documentation is signed and returned to the Treasurer on or before March 31, 2021, the Eligible Employee shall have five (5) additional business days from the end of the Window Period, which is April 7, 2021, to revoke the Eligible Employee's decision to retire or separate from service. A decision to revoke an Eligible Employees' election to participate in the Plan must be made in writing and submitted to the Treasurer on or before the close of business on April 7, 2021. If that decision is not revoked in writing within the five (5) business day revocation period, the Eligible Employee's decision to retire or to separate from service becomes final and binding on the Eligible Employee. The Board reserves the right to terminate any Eligible Employee prior to May 28, 2021, for good cause, in which case the employee will be ineligible for any benefits under this Buyout Plan.

5. Additional Conditions

As a condition of becoming a Participant in the Plan, and in consideration of benefits to be received under the Plan, an Eligible Employee shall be required to waive all future employment rights, all entitlement to future wage and benefits increases, all rights to participate in any District-sponsored benefit plans (other than the right to payments under this Plan and the right to purchase continuation of health care coverage as is required under applicable federal law); and also shall agree not to apply for reemployment (unless such application is consented to by the District). The District and/or Board of Education reserves the right to offer or not offer similar plans in the future, without obligation to those electing this plan. The implementation of the Plan shall not establish any precedent or past practice with respect to any further matter. Moreover, the implementation of the Plan shall not obligate the Board to offer the Plan or any other buyout in a subsequent school year.

An Eligible Employee who wishes to elect to participate in the Plan shall be required to execute and to deliver to the Treasurer all of the following documents before March 31, 2021. Documents will be considered delivered to Treasurer if they are received by the Treasurer before the end of the work day on March 31, 2021.

- Exhibit A - Application for Participation
- Exhibit B – Release and Waiver of Claims Agreement

- Exhibit C – Resignation

6. Additional Information

This Buyout Plan is not created to be a deferred compensation arrangement for employment services to be rendered in the future or rendered in the past. For questions about the Plan as described above, or about the attached documents, or for additional information about benefits under the Plan, please contact the Treasurer.

Exhibit A
Ridgedale Local School District
Buyout Plan
Application for Participation in Plan

I, Rubiana Berridge, hereby apply to participate in the Ridgedale Local School District Buyout Plan (hereinafter "Plan") and receive the benefits as provided in said Plan.

In exchange for such benefits, I acknowledge I have read and agree with the terms of the Buyout Plan, and the accompanying exhibits. As a condition of my participating in the Plan:

(1) I hereby agree to retire or to resign from employment with the Ridgedale Local School District effective **May 28, 2021**.

(2) I agree to execute the Release and Waiver of Claims Agreement (Exhibit B) in the form attached to the Plan and to deliver to the Treasurer no later than March 31, 2021.

I acknowledge that I am making this election under my own free will, with no coercion or duress having been applied to me by anyone. I acknowledge that my resignation makes me ineligible for unemployment compensation benefits and I shall not ask for such benefits.

I also acknowledge that the District and/or Board of Education reserves the right to offer or not offer a similar plan in the future, without obligation to those electing this Plan.

I also acknowledge that the School District advised me to consult with an attorney and or an accountant prior to signing this agreement.

Rubiana Berridge Dated: 3-1-2021
Employee Signature

Name: Rubiana Berridge

Social Security #: 275-64-2798

Address: 2550 Osburn Rd.

City: Marion

State: OH Zip Code: 43302

Home Phone: —

Cell Phone: 740-225-1107

Home Email Address: rubiana-b@live.com

Exhibit B
Ridgedale Local School District
Release and Waiver of Claims Agreement

This Release and Waiver of Claims Agreement (sometimes referred to as "Agreement") is executed by and between Rubiana Berridge on his/her own behalf and on behalf of his/her heirs, executors, administrators and assigns (hereinafter collectively referred to as "Employee") and the Ridgedale Local School District Board of Education (hereinafter referred to as "the School District," "District," or "Board").

WHEREAS, the Employee is an Eligible Employee who may become entitled to receive certain buyout payments in accordance with the terms of the Ridgedale Local School District Buyout Plan ("Plan"); and

WHEREAS, the Employee has indicated that he or she wants to become a participant in the Plan; and

WHEREAS, as a condition of the Employee becoming a Participant in the Plan, the Employee is required to enter into this Release and Waiver of Claims Agreement no later than March 31, 2021;

WHEREAS, the Plan is being offered to provide Eligible Employees career options and to meet operational and budgetary needs of the District. The Plan is not a fringe benefit.

NOW, THEREFORE, IT IS AGREED by and between the Employee and the Ridgedale Local School District Board of Education as follows:

1. The Employee by signing this Release and Waiver of Claims Agreement, hereby affirms his or her decision to become a Participant in the Plan by agreeing to retire or resign from employment as an Employee of the School District effective May 28, 2021. The Employee further understands and agrees that by signing this document he/she is submitting his/her resignation to the School District, upon his/her submission of the Release and Waiver of Claims Agreement to the Treasurer of the Ridgedale Local School District by March 31, 2021 and the expiration of the revocation period (ending April 7, 2021).
2. The Employee acknowledges that he/she has received a copy of and read the document entitled "Buyout Plan," which is incorporated into this Release and Waiver as if fully rewritten herein.
3. To the fullest extent permitted by law and only to the extent permitted by law, the Employee, in consideration of the School District's promises under the Plan releases and forever discharges the School District, the School District's Board of Education, individual Board members, both past and present, the School District's past and present administrators, employees, agents, and representatives, and the Ridgedale Teachers' Association from any and all claims, actions or suits arising from, relating to, concerning or touching upon his/her employment with the School District or the resignation of his/her employment with the School District, so long as such claims are able to be waived under governing law, including but not limited to:
 - A. Any claim, action or suit alleging that he/she was illegally or improperly forced to resign his/her employment with the School District;
 - B. Any grievance, claim, action or suit alleging that the School District breached any provision of its policies, procedures, employment agreements or collective bargaining agreements;
 - C. To the extent such claims may be waived under the law, any claim, action or suit alleging that the School District illegally discriminated against him/her in violation of any state or federal law or constitutional provisions, including any claim under Title VII of the Civil Rights Act of 1964, being 42 USC §2000e, et seq. 42 USC §1983, and Ohio Revised Code Chapter 4112;

- D. Any claim, action or suit alleging that the School District discriminated against him/her on the basis of his/her age in violation of the Age Discrimination in Employment Act of 1967, as amended, being 29 USC §621, et seq., including any claim under the "Older Workers Benefit Protection Act" and Ohio Revised Code Chapter 4112;
- E. Any claim, action or suit alleging that the School District violated the employee's rights;
- F. To the extent such claims may be waived under the law, any claim, action or suit seeking monetary relief or any personal right of recovery of any kind in a lawsuit brought on his/her behalf by any local, state or federal administrative agency that would have jurisdiction alleging that he/she was improperly separated, treated or discriminated against as an Employee of the School District;
- G. Any claim, action or suit over which any state or federal court would have jurisdiction, including, but not limited to, any claim of mental and/or physical injury; damage to or loss of personal reputation, defamation, intentional infliction of emotional distress or violation of constitutional rights;
- H. Any claim, action or suit for salary, fringe benefits and/or other costs, expenses or attorney fees; and
- I. Any taxes to any government entity that are owed on behalf of the Employee. The Employee acknowledges and accepts any tax and Medicare consequences and liability resulting from the Plan as his/her personal liability.

As a condition of becoming a Participant in the Plan, and in consideration of the benefits to be received under the Plan, Employee waives all future employment rights, all entitlement to future wage and benefits increases, all rights to participate in any District-sponsored benefit plans (other than the right to payments under this Plan and the right to purchase continuation of health care coverage as is required under applicable federal law); and also agrees not to apply for reemployment (unless such application is consented to by the District).

- 4. Notwithstanding the foregoing, the Employee does not hereby release any claims that may not be waived under the law, including but not limited to the right to participate in an administrative agency proceeding, and does not waive any claims that may arise with respect to the operation and administration of this Plan after the date of his or her retirement or termination of employment. After Employee's retirement or termination of employment under the Plan, Employee shall be permitted to take any action that is permitted under applicable law to enforce the terms of the Plan and Employee's rights thereunder.
- 5. THE SCHOOL DISTRICT HEREBY ADVISES THE EMPLOYEE TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT.
- 6. THIS AGREEMENT MAY BE REVOKED BY THE EMPLOYEE BY SO NOTIFYING THE TREASURER, IN WRITING, WITHIN FIVE (5) BUSINESS DAYS (March 31, 2021 – April 7, 2021) FROM THE CLOSE OF THE WINDOW PERIOD. If this Agreement is not so revoked, it shall become effective, enforceable and irrevocable. There is no obligation of the School District to make any payments prior to expiration of the revocation period.
- 7. The Employee acknowledges and agrees that the District and its representatives, agents and employees have not made, and that the Employee has not relied on, any representation(s) or promise(s) from the District, its employees, representatives and agents in making his/her decision to enter into this Agreement, except for the representations and promises that are contained in this Agreement. The Employee and the School District further understand and agree that this Agreement constitutes the entire Agreement between them pertaining to its subject matter; supersedes any other agreement, written or otherwise, pertaining to its subject matter; and, constitutes their full obligation to one another.

8. Employee acknowledges that he/she has not relied upon any representation or statement by any representative, employee or agent of the District with respect to the tax and Medicare consequence(s) of the Plan. The Employee acknowledges and accepts the tax consequence(s) and liability resulting from the Plan as his/her personal liability and will not attempt to or otherwise hold the District or any representative, agent or employee of the District responsible for any tax consequence(s) or liability resulting there from.
9. This Agreement shall be binding upon the Board and the Employee, as well as his/her heirs and executors.
10. The Employee acknowledges that no representations have been made to Employee regarding the availability, unavailability, level or character of retirement, separation incentive, or severance benefits which may or may not be made available in the future to the employees of the School District. Employee affirms that the terms of the Plan represent good and valuable consideration for Employee's resignation, regardless of any separation, severance, or retirement incentive benefits which may become available in the future to employees of the School District. Employee understands that increased, different or reduced benefits and/or additional programs of the same character may be made available in the future and Employee expressly disclaims any reliance on any representations to the contrary.
11. Source of Payment and Non-Assignability - The Employee and any other person having or claiming a right to payments hereunder or to any interest under this Plan shall rely solely on the unsecured promise of the District, and nothing in this Plan shall be construed to give the Employee, beneficiary or any other person any right, title, interest or claim in or to any specific asset, fund, reserve, account or property of any kind whatsoever owned by the District or in which it may have any right, title or interest now or in the future, but the Employee, beneficiary or any other person shall have the right to enforce his/her right to the Plan benefits against the District in the same manner as any unsecured creditor.
12. Further, the Employee, beneficiary and any other person shall have no right to commute, sell, assign, transfer or otherwise convey the right to receive any payments hereunder, which payments and right thereto are expressly declared to be non-assignable, non-transferable, and not subject to transfer by operation of law in the event of bankruptcy or insolvency, attachment, garnishment and execution, except as required by applicable law.
13. It is further specifically understood by the Employee and the Board of Education that this voluntary separation from employment with the District will disqualify the Employee from receipt of unemployment benefits pursuant to the provisions of Ohio law as it constitutes a voluntary termination of employment without cause attributable to the employer.
14. This Agreement shall be subject to, and governed by, the laws of the State of Ohio, irrespective of the fact that Employee may now be, or may become, a resident of a different state. In the event any parts of this Agreement are found to be void, the remaining provisions of the Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

By Employee: Rueana Benidge Date: 3-1-2021
Signature

By Witness: Kristy Gaurer Date: 3-1-2021
Signature

By:  Date: 3-2-2021
Superintendent

By:  Date: 3/1/2021
Treasurer

Exhibit C
Ridgedale Local School District
Resignation

I, _____, hereby irrevocably resign from all employment with the Ridgedale Local School District effective May 28, 2021.

OR

I, Rubiana Berridge, hereby irrevocably resign from all employment with the Ridgedale Local School District for the purposes of Retirement under STRS effective May 28, 2021.

I acknowledge that I am making this election under my own free will, with no coercion or duress having been applied to me by anyone. I acknowledge that my resignation makes me ineligible for unemployment compensation benefits and I shall not ask for such benefits.

Rubiana Berridge Date: 3-1-2021
Employee Signature