

SETTLEMENT AGREEMENT AND REPAYMENT PLAN

This Settlement Agreement and Repayment Plan ("Settlement") is entered into this 31st day of March 2022 by and between the Mid-Ohio Educational Service Center ("Mid-Ohio") Governing Board ("Board") and Claire Slavinski ("Employee") (collectively, the "Parties").

WHEREAS, Employee is employed by the Board as a Special Education Assessment Coordinator assigned to the Mansfield City School District; and

WHEREAS, as a fringe benefit of her employment with the Board, the Board offered Employee the opportunity to participate in a tuition reimbursement program whereby Employee could enroll in the University of Toledo's School Psychology Development Program and have the Board reimburse her for her tuition payments so long as she passed her courses, completed the program, and worked for at least five (5) years for the Board as a school psychologist after graduation ("Program"); and

WHEREAS, Employee agreed to participate in the Program, and her participation in the Program is governed by a School Psychology Development Program Agreement entered into on September 16, 2020 (the "Program Agreement"); and

WHEREAS, the Program Agreement obligates Employee to reimburse the Board one hundred percent (100%) of its tuition investment if Employee leaves the Program or fails to graduate by June 30, 2023; and

WHEREAS, Employee left the Program and agrees she must reimburse the Board one hundred percent (100%) of its tuition investment, which currently totals Seventeen Thousand Nine Hundred Ninety-Seven Dollars and Thirty Cents (\$17,997.30) ("Reimbursement Payment"); and

WHEREAS, the Employee has not yet made payment on the October 20, 2021 invoice from the Board seeking repayment, and Employee desires additional time to pay the Reimbursement Payment to the Board; and

WHEREAS, in lieu of incurring the time, expense, and inconvenience of litigation regarding the recovery of the Reimbursement Payment, the Parties wish to resolve this matter by entering into a repayment plan as part of a binding settlement agreement in accordance with R.C. 9.24(B)(4).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Terms of Repayment Plan

1.1 Employee shall pay the Board its Reimbursement Payment of Seventeen Thousand Nine Hundred Ninety-Seven Dollars and Thirty Cents (\$17,997.30),

plus interest at the rate of eight percent (8.0%) per annum, for a total amount of Nineteen Thousand Five Hundred Five Dollars and Thirty-Eight Cents (\$19,505.38) (the "Repayment Amount").

- 1.2 Employee shall pay the Repayment Amount in forty-eight (48) equal installments of Four Hundred Six Dollars and Thirty-Six Cents (\$406.36) ("Installment Payment") paid twice per month beginning on April 14, 2022 and with final payment due on March 29, 2024.
- 1.3 Installment Payments shall be paid on the 15th of each month and on the last day of each month. Each Installment Payment shall be made through an automatic deduction from Employee's salary payment from the Board¹, or by personal check made payable to the Board and delivered to its Treasurer, or any combination of the two totaling the Installment Payment amount. Any personal check must be received by the Board's Treasurer by no later than the 15th or last day of the month, as applicable.
- 1.4 Employee may make payments greater than the required Installment Payment, when and if she is able to, in an attempt to pay off the Repayment Amount before the final payment becomes due on March 29, 2024. Such prepayment(s) may be made at any time by personal check in the same manner as set forth in Section 1.3. Employee will not be charged any fees or penalties for paying off the Repayment Amount before the final payment date.
- 2.0 Default. If Employee fails to make any Installment Payment by the due date set forth in Sections 1.2 and 1.3, she is in default of this Settlement. If Employee is in default, she hereby consents to judgment for the full amount of the Repayment Amount, less any payments made, in any court of competent jurisdiction, and understands that the Board may exercise any remedy available at law to collect the Repayment Amount. Employee further agrees that she shall be responsible for all fees and costs, including reasonable attorneys' fees, incurred by the Board in any proceeding to collect the remaining Repayment Amount from Employee.
- 3.0 Other Provisions.
 - 3.1 This Settlement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.
 - 3.2 This Settlement shall be governed, construed, and interpreted by, through, and under the laws of the State of Ohio. If any portion of this Settlement is deemed

¹ Employee is paid twice each month: on the 15th of the month and on the last day of the month. If a payday falls on a holiday or weekend, Employee's salary is paid on the last workday preceding the holiday or weekend. Installment Payments shall be made by Employee on the same schedule.

illegal due to conflict with State or Federal law, the remainder of the Settlement shall remain in full force and effect.

- 3.3 The parties hereby consent and agree to that the Richland County Court of Common Pleas has exclusive jurisdiction to enforce the provisions of this Settlement.
- 3.4 By entering this Settlement, the Parties agree that they have reviewed it, they have consulted with legal counsel of their choice regarding its terms, they fully understand and voluntarily accept its terms, and that neither party will be deemed the drafter of this Settlement for purposes of interpreting any ambiguity within it. The Parties further agree that this Settlement embodies the entire agreement between the Parties with respect to the Repayment Amount, and it supersedes all prior negotiations, discussions, agreements, arrangements, and understandings, written or oral, relating to the Repayment Amount. This Settlement may not be modified or altered in any way except in a writing executed by both Parties.

WHEREFORE, the parties have entered into this Agreement on the date set forth above.

MID-OHIO EDUCATIONAL SERVICE
CENTER GOVERNING BOARD

EMPLOYEE

By: _____
Board President

By:  _____
Claire Slavinski

By: _____
Treasurer