

## **SETTLEMENT AGREEMENT AND REPAYMENT PLAN**

This Settlement Agreement and Repayment Plan (“Settlement”) is entered into this 20th day of December 2023 by and between the Mid-Ohio Educational Service Center (“Mid-Ohio”) Governing Board (“Board”) and Mindy Wymer (“Employee”) (collectively, the “Parties”).

WHEREAS, Employee is employed by the Board as an Intervention Specialist assigned to the Galion 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 Findlay’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 May 18, 2022 (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 Seven Thousand Eight Hundred Thirty Dollars (\$7,830.00) (“Reimbursement Payment”); and

WHEREAS, the Employee has not yet made payment on the October 18, 2023, 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 Seven Thousand Eight Hundred Thirty Dollars (\$7,830.00), plus interest at the rate of eight percent

(8.0%) per annum, for a total amount of Eight Thousand Four Hundred Ninety-Nine Dollars and Eleven Cents (\$8,499.11) (the “Repayment Amount”).

- 1.2 Employee shall pay the Repayment Amount in twenty-four (24) equal monthly installments of Three Hundred Fifty-Four Dollars and Thirteen Cents (\$354.13) (“Monthly Payment”) beginning in January of 2024 and with final payment due in January of 2026.
  - 1.3 Each Monthly Payment shall be made through an automatic deduction from Employee’s salary payment from the Board, or by personal check made payable to the Board and delivered to its Treasurer, or any combination of the two totaling the Monthly Payment amount. Any personal check must be received by the Board’s Treasurer by no later than the 21st day of the month in which the Monthly Payment is due.
- 2.0 Default. If Employee fails to make any Monthly Payment by the due date set forth in Section 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 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: \_\_\_\_\_  
Mindy Wymer

By: \_\_\_\_\_  
Treasurer