The Fort Frye Board of Education met on Friday, May 25, 2007, in the Beverly Elementary School building at 3:30 PM, for a Special Meeting**.** President Waite called the meeting to order and led in the Pledge of Allegiance to the flag with the following members answering to roll call: David Vandenberg, Zack Waite, David White, and Kevin Worthington. Absent: Diane Clark.

The purpose of the meeting was to consider the question of approval of Summer School and a Severance Agreement.

**2007-70 MINUTES**

David White moved to waive approval of the minutes until the next regular meeting. Kevin Worthington seconded the motion.
Roll call: David Vandenberg-yes; Zack Waite-yes; David White-yes; and Kevin Worthington-yes. Absent: Diane Clark. The president declared the motion carried.

**2007-71 SUMMER CAMP**

David Vandenberg moved to conduct Summer Reading/Math Camps at Beverly, Lowell, and Salem-Liberty Elementaries, August 6-10 (4hours each day), for all students entering grades K-6 for the 2007-2008 school year. Teachers will be paid $17.00 per hour + $2.97 benefits with IDEA intervention funds. The number of teachers needed will be determined by the number of students who sign up and will be reported to the Board in July. Kevin Worthington seconded the motion.
Roll call: David Vandenberg-yes; Zack Waite-yes; David White-yes; and Kevin Worthington-yes. Absent: Diane Clark. The president declared the motion carried.

**2007-72 SEVERANCE AGREEMENT – DONALD O. SHUE**

Kevin Worthington moved to approve a severance agreement with Donald O. Shue and approve his retirement as follows:

***SEVERANCE AGREEMENT***

*This Agreement is made and entered into by and between Donald O. Shue ("Shue") and the Board of Education of the Fort Frye Local School District ("Board"):*

*WHEREAS, Shue is currently employed by the Board under Ohio Revised Code Section 3319.02 as an elementary school principal and would, in the absence of this Agreement, remain employed by the Board after the 2006-07 school year as a teaching employee under a continuing contract of employment; and*

*WHEREAS, issues have developed with respect to Shue's employment status that the parties now wish amicably to fully resolve and the parties also wish to sever their employment relationship on the terms appearing below and in a manner that does not involve legal proceedings of any kind;*

*NOW, THEREFORE, for the considerations and promises recited herein, which each party regards and acknowledges as sufficient, Shue and the Board agree as follows:*

1. *Shue hereby voluntarily tenders his resignation from all employment by the Board effective June 30, 2007, and the Board hereby accepts Shue's resignation as tendered. Both parties recognize and agree that no further action by either is required to effect Shue's resignation.*

**2007-72 SEVERANCE AGREEMENT – DONALD O. SHUE (continued)**

2. *The Board agrees to pay Shue a total sum of Twenty-Nine Thousand Four Hundred Sixteen Dollars ($29,416.00) as severance pay. Such amount will be paid in two (2) equal installments, the first of which will be paid by not later than the second regularly scheduled payday in July 2007 and the second of which will be paid on the first regularly scheduled payday in January 2008.*

3. *Shue, on behalf of himself, his personal representatives, next of kin, heirs, successors, and assigns, hereby releases the Board, its members, its officers, and its employees from any and all claims, suits, charges, and complaints, other than any arising under this Agreement and alleging a breach of this Agreement, which he currently has against any or all of such persons based on his employment by and with the Board, whether now known or unknown to him, whether assertable before a federal or state court, administrative agency, or any other entity, and Shue, on behalf of himself, his personal representatives, next of kin, heirs, successors and assigns, hereby knowingly and voluntarily waives any and all such claims against the Board, its members, its officers, and its employees arising from or in conncection with his employment by and with the Board. This waiver and release includes, but is not limited to, the waiver and release of all rights and claims arising from or under, as amended, the federal Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 ("ADEA"), the Ohio Fair Employment Practices Act (Chapter 4112 of the Ohio Revised Code), and any right or claim based an any wrongful discharge, contract, or tort theory; provided, however, that this waiver and release does not apply to any right or claim under the ADEA that may arise after the date this Agreement is executed.*

4. *Shue expressly acknowledges that the consideration appearing in Paragraphs 2 above is in addition to any thing of value to which he is already entitled, that he is entering into this Agreement of his own free will, and that he has been advised in writing to consult with legal counsel of his choice before executing this Agreement. Shue also acknowledges that he has been advised that Paragraph 3 above waives and releases, among other rights and claims, any rights or claims he may now have under the ADEA. Shue further acknowledges that he has had a period of twenty-one (21) days within which to consider executing this Agreement. After the execution of this agreement, Shue shall have a period of seven (7) days in which he may revoke this Agreement, and this Agreement shall not become effective or enforceable until this revocation period has expired.*

5. *The Board represents to Shue that it has authorized its President, Superintendent, and Treasurer to execute this Agreement on its behalf, and that, when so executed, this Agreement is fully binding upon the Board, its successors, and assigns.*

6. *This Agreement does not constitute an admission of wrongdoing by either party and does not constitute a precedent for any future case that may arise.*

**2007-72 SEVERANCE AGREEMENT – DONALD O. SHUE (continued)**

*7. Shue and the Board acknowledge that each has had a full and complete opportunity to read and examine the terms of this Agreement; that each fully understand the rights, duties, and responsibilities imposed upon each by this Agreement; that there are no other terms, conditions, or agreements relating to the subject matter herein except for those expressly set forth in this Agreement; and, that each has voluntarily and knowingly executed this Agreement intending to be bound thereby.*

*Executed by the parties at Beverly, Ohio on the dates shown below:*

*FORT FRYE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION*

S/Donald O. Shue 05/25/07
*DONALD O. SHUE (Date)*

BY: S/Zack Waite 05/25/07
*President (Date)*

S/Dora Jean Bumgarner 05/25/07
*Superintendent (Date)*

S/Larry D. James 05/25/07
*Treasurer (Date)*

David Vandenberg seconded the motion.
Roll call: David Vandenberg-yes; Zack Waite-yes; David White-yes; and Kevin Worthington-yes. Absent: Diane Clark. The president declared the motion carried.

**2007-73 MOTION TO ADJOURN**
David White moved that the Fort Frye Board of Education special meeting be adjourned. David Vandenberg seconded the motion.
Roll call: David Vandenberg-yes; Zack Waite-yes; David White-yes; and Kevin Worthington-yes. Absent: Diane Clark. The president declared the motion carried.

Meeting adjourned at 3:41 PM.

_____ _____
Larry D. James, Treasurer Zack Waite, President