

## **Auburn Vocational School District BOARD OF EDUCATION**

### **Minutes of December 23, 2019**

The December 23, 2019 regular meeting of the Auburn Vocational School District was called to order by Mr. Walter at 5:49 p.m.

Upon roll call, the following members were present:

Mrs. Brush	Mrs. Javins	Mr. Stefanko
Mr. Cahill	Mr. Kent	Mr. Sedivy
Dr. Culotta	Mr. Klima	Mrs. Walter

Absent: Mr. Miller and Mrs. Wheeler

Administrators: Brian Bontempo and Sherry Williamson

#### **197-19 Executive Session**

A motion was made by Mr. Cahill and seconded by Dr. Culotta to recess into consecutive executive sessions at 5:50 p.m. Pursuant to R.C. 121.22(G) for the following purposes, in no particular order: (1) considering the employment, dismissal, discipline of a public employee; (2) considering the employment of a public employee. Upon conclusion of this executive session, the Board President shall gavel the Board back into open session at this location. All matters discussed in this executive session are designated to the public officials and employees as confidential pursuant to R.C. 102.03(B) because of the status of the proceedings and/or the circumstances under which the information will be received, and preserving its confidentiality is necessary to the proper conduct of government business.

Roll Call: **Ayes:** Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Sedivy, Mr. Stefanko and Mr. Walter

**Nays:** None  
Mr. Walter declared the motion passed

**Return to public session at 5:56 p.m.**

**198-19 Approve Reduction in Staff Settlement Agreement**

A motion was made by Mr. Stefanko and seconded by Mr. Sedivy to approve the reduction in staff settlement agreement between Auburn Vocational School District Board of Education, Career & Technical Association and Victoria L. Tutolo. (Attachment Item #3)

Roll Call: **Ayes:** Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Sedivy, Mr. Stefanko and Mr. Walter


**Nays:** None  
Mr. Walter declared the motion passed

**199-19 Adjourn**

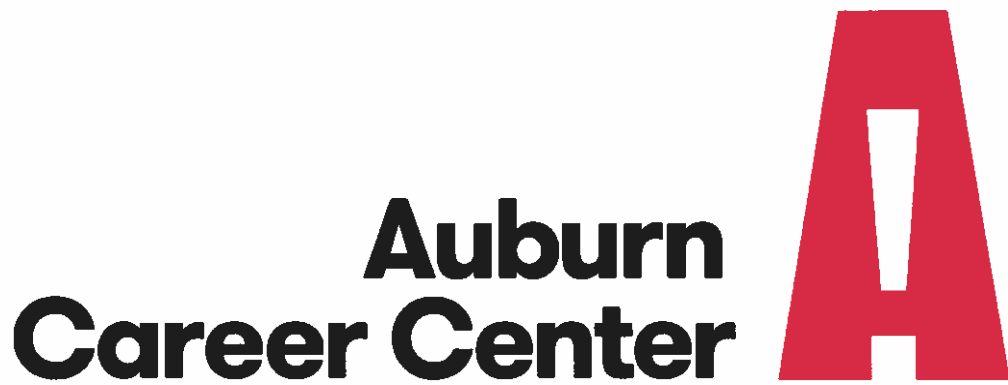
A motion was made by Mr. Cahill and seconded by Mrs. Brush to adjourn the meeting at 5:56 p.m.

Roll Call: **Ayes:** Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Sedivy, Mr. Stefanko and Mr. Walter

**Nays:** None  
Mr. Walter declared the motion passed

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Board President



*Attachment Item #3*

*Approve Reduction in Staff  
Settlement Agreement*

## REDUCTION IN STAFF SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between the Auburn Vocational School District Board of Education (“Board”), Career & Technical Association (“CATA”), and Victoria L. Tutolo (“Tutolo”) (collectively, “Parties”) in order to compromise, resolve, and settle a pending and imminent dispute, grievance, arbitration, administrative action, lawsuit, and appeal. The Parties hereby agree to the following:

1. The Board accepted the recommendation of the Superintendent and achieved a reduction in staff on December 3, 2019, by both (1) abolishing at least one (1) Teacher Assistant Position in whole by one hundred percent (100%) and (2) suspending the Employment Contract of Tutolo in whole by one hundred percent (100%) effective June 30, 2020.
2. With respect to the reduction in staff action taken by the Board on December 3, 2019, with respect to the Teacher Assistant Position and Employment Contract of Tutolo only, the Parties agree that the effective date of the reduction in staff shall be December 13, 2019, instead of June 30, 2020. In other words, the last day of employment of Tutolo shall be December 13, 2019.
3. Tutolo shall never be placed on any recall list with the Board, Tutolo declines recall to any and all positions with the Board, and Tutolo shall never have the right of restoration to any employment with the Board.
4. In consideration for the promises described in this Agreement and to settle any and all employment disputes related to Tutolo; Tutolo, as well as her agents, legal representatives, parents, guardians, former spouses, spouses, heirs, administrators, executors, assigns, and other representatives in both their respective individual and official capacities, hereby releases, discharges, and covenants not to sue the Board, as well as the Board’s respective officers, members, employees, agents, legal representatives, administrators, executors, assigns, and other representatives in both their respective individual and official capacities from the beginning of time and in the future from any and all claims, grievances, demands, actions, causes of actions, and/or suits at law and/or equity and/or whatever kind of nature, whether now known or unknown and from continuing effects therefrom, including any and all claims arising out of or in any way related to any and all employment disputes relating exclusively to Tutolo.
5. The Association and Tutolo dismiss with prejudice the pending Level II written grievance regarding the reduction in staff action taken by the Board on December 3, 2019, solely and exclusively regarding Tutolo. The Association further agrees that it will commence no action against the Board over Tutolo’s employment.
6. Nothing in this Agreement shall be construed as a dismissal of the pending Level II written grievance regarding the reduction in staff action taken by the Board on November 7, 2019, relating to Virginia Gontero (“Gontero”) by either the Association and/or Gontero.
7. Nothing in this Agreement shall be construed as a dismissal of the pending Level II written grievances regarding the reduction in staff action taken by the Board on December 3, 2019,

relating to Amie Irving (“Irving”), Mary “Justine” Malvicino (“Malvicino”), Carol Szoka (“C. Szoka”), Phillip Stropkey (“Stropkey”), and/or Jessica Szoka (“J. Szoka”) by either the Association, Irving, Malvicino, C. Szoka, Stropkey, and/or J. Szoka.

8. Nothing in this Agreement shall be construed to constitute past, current, or future practice between the Board, Association, and/or any bargaining unit member, and this Agreement is non-precedent setting.
9. The Parties acknowledge that this Agreement and the consideration for it involves the resolution of disputed claims and that no presumption or construction shall be made in favor of or against any party based on the authorship of this Agreement.
10. The Parties acknowledge that this Agreement involves the resolution of disputed claims and that the Parties make no admission of wrongdoing through execution of this Agreement.
11. Tutolo agrees that she has been fairly represented by the Association.
12. The Parties affirm that the only consideration for signing this Agreement are the terms stated above; that no other promises or agreements of any kind have been made to cause the Parties to execute this Agreement; that the Parties fully understand the meaning and intent of this Agreement, including, but not limited to, its final and binding effect; and that the Parties executed this Agreement freely and voluntarily, after the opportunity for explanation, review, and approval by legal counsel.
13. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective the same as the delivery of a manually executed counterpart.
14. Any person signing this Agreement for a party represents and warrants that such person has the express authority to sign this Agreement for that party and to bind that party to the Agreement. Any person signing this Agreement further agrees to hold the opposing party harmless for any costs or consequences of the absence of actual authority to sign this Agreement.

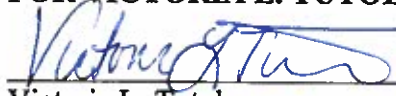
**THIS AGREEMENT HAS BEEN ENTERED INTO FOLLOWING OPPORTUNITY FOR FULL DISCUSSION, DISCLOSURE, AND CONSULTATION WITH LEGAL COUNSEL. AS A RESULT OF A FULL UNDERSTANDING OF THE CONTENTS OF THIS AGREEMENT, THE PARTIES VOLUNTARILY AND WITHOUT DURESS ENTER INTO THIS AGREEMENT.**

**FOR CAREER & TECHNICAL ASSOCIATION:**

  
\_\_\_\_\_  
Bob Hill, President

12/19/2019  
\_\_\_\_\_  
Date

**FOR VICTORIA L. TUTOLO:**

  
\_\_\_\_\_  
Victoria L. Tutolo

12-19-19  
\_\_\_\_\_  
Date

**FOR AUBURN VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION:**

\_\_\_\_\_  
Erik L. Walter, Board President\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Brian Bontempo, Superintendent\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sherry Williamson, Treasurer\*

\_\_\_\_\_  
Date

\*This Agreement has no legal effect absent Board action.  
Board Resolution No. \_\_\_\_\_

Reviewed and Approved By:  
  
Jeffrey J. Geisinger  
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Youngstown, Ohio 44501  
*Attorney for the Association and Tutolo*

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*Attorney for the Board*