

## **SEPARATION AGREEMENT AND RELEASE**

This Separation Agreement and Release (“Agreement”) is voluntarily executed on this 13th day of May 2024, by Mr. Alex Bates, the Loudonville-Perrysville Education Association (“Association”), and the Loudonville-Perrysville Exempted Village School District Board of Education (“Board of Education” or “Board” or “School District”) in order to compromise, resolve and settle all matters between Mr. Alex Bates, the Association, and the Board of Education (collectively, the “Parties”).

**WHEREAS**, the Board and the Association are parties to a Master Agreement having an original term of July 1, 2022, through June 30, 2025; and

**WHEREAS**, Mr. Alex Bates is employed under an employment contract as a Teacher under Ohio Revised Code Sections 3319.08 and 3319.11; and

**WHEREAS**, Mr. Alex Bates, as a Teacher, is responsible for abiding by Board policies and administrative guidelines, applicable State and Federal laws, the *Licensure Code of Professional Conduct for Ohio Educators*, and reasonable, lawful directives issued by administrative staff; and

**WHEREAS**, a dispute has arisen between the Parties regarding allegations that Mr. Alex Bates has failed to abide by Board policies, applicable State and Federal laws, the *Licensure Code of Professional Conduct for Ohio Educators*, and reasonable, lawful directives issued by administrative staff (“the Dispute”); and

**WHEREAS**, the School District placed Mr. Alex Bates on administrative leave effective Friday, April 14, 2023, pending the outcome of the Loudonville Police Department’s investigation into these allegations; and

**WHEREAS**, given the nature of the allegations and information the School District received from the Loudonville Police Department regarding developments in its investigation of the allegations, on June 5, 2023, the School District’s Title IX Coordinator issued a Notice of Allegations of Sexual Harassment and of Grievance Process to the Complainant/Complainant’s parents, and to Mr. Alex Bates under Board Policy 2266 – *Nondiscrimination on the Basis of Sex in Education Programs or Activities*; and

**WHEREAS**, on January 12, 2024, the Loudonville Police Department announced that it “closed its pending investigation of a Loudonville school teacher,” concerning the teacher’s interactions with a student, and that no criminal charges will be filed at this time against Mr. Alex Bates; and

**WHEREAS**, although no criminal charges were filed, the School District indicated its intent to continue its investigation of the sexual harassment allegations under Title IX and Board Policy 2266, as well as other Board Policies and the *Licensure Code of Professional Conduct for Ohio Educators*; and

**WHEREAS**, with respect to the 142,375 text messages that were exchanged between Mr. Alex Bates and the student, a review of the text messages revealed that there:

- Were multiple days where hundreds of messages were exchanged, including, one 24-hour period where 502 messages were exchanged;
- Were multiple text messages sent during school hours and said messages served to disrupt or interfere with the student’s learning day and were outside the scope of the teacher’s work responsibilities;
- Are a significant number of concerning statements, including but not limited to: “I need to see you daily”; “I love you”; “I love this bro - what we are doing - just all of it - I love it - Just our relationship. I love what we've gone through already, I love what we're going through now, I love what we are going to go through. I just haven't had a relationship like ours in a very long time bro, honestly, maybe ever.. It's awesome - it makes me happy”; “we talk about the future - it's going to be amazing, unexplainable, I just feel it....wow. I could ramble on about this everyday bro....I have to acknowledge it. I can't keep it in. lol”; “I will never forget today. Ever. I love you. This is crazy. Good freaking night;” Are additional potential violations not only of Board policy but the *Licensure Code of Professional Conduct for Ohio* Educators, including communications related to inappropriate conversations about other students, athletes, parents, fellow teachers, administrators, and Board members.

**WHEREAS**, in lieu of the School District continuing to investigate the allegations and the Superintendent potentially recommending to the Board that it take adverse employment action with respect to Mr. Alex Bates at the conclusion of the investigation, Mr. Alex Bates has offered to tender his letter of resignation from employment with the Board effective May 13, 2024, and the Board is willing to accept Mr. Alex Bates’s resignation; and

**WHEREAS**, the Board, the Association, and Mr. Alex Bates have determined that it is in the best interest of each of them to resolve all disputes occurring between the Parties by Agreement, without the need to take any further actions or expenditure of time and resources.

**NOW, THEREFORE**, with intent to be legally bound and in consideration of the promises and mutual covenants contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

**I. Release of Claims.**

A. In consideration of the covenants provided herein, the receipt and sufficiency of which is hereby acknowledged, Mr. Alex Bates, together with his heirs, legal representatives, agents and assigns, past, present and future, knowingly and voluntarily, irrevocably and unconditionally release, acquit and fully and forever discharge the Board of Education, its elected members, superintendent, administrators, officers, employees, agents, predecessors, successors, attorneys, and representatives, both past and present in their individual and official capacities, from any and all claims, demands, obligations, judgments, actions, or causes of actions, suits, liabilities, debts, contentions, damages, benefits, levies and executions of any kind whether in law or in equity in any way relating to or connected with Mr. Alex Bates’s employment by the Board of Education occurring prior to and/or

contemporaneous with the execution of this Agreement including, but not limited to, all claims asserted, and any claims that he has had or may now have, whether known or unknown, including but not limited to any claim of express or implied contract or promissory estoppel, or wrongful discharge, or pursuant to any federal, state or local laws, regulations, executive orders or other requirements, including Board Policy. Likewise, the Board of Education together with its elected members, superintendent, administrators, officers, agents, predecessors, successors, attorneys, and representatives, both past and present in their individual and official capacities, waive and release any and all claims, demands, obligations, judgments, actions, or causes of actions, suits, liabilities, debts, contentions, damages, benefits, levies and executions of any kind whether in law or in equity in any way relating to or connected with Mr. Alex Bates's employment by the Board of Education occurring prior to and/or contemporaneous with the execution of this Agreement including, but not limited to, all claims asserted, and any claims that they have had or may now have, including but not limited to any claim of express or implied contract or promissory estoppel, or pursuant to any federal, state or local laws, regulations, executive orders or other requirements, including Board Policy against Mr. Alex Bates, his heirs, legal representatives, agents and assigns, past, present and future. The released claims include, but are not limited to:

1. Any and all claims for breach of the Board of Education's policies, rules, regulations, or handbooks, for breach of express or implied contracts, express or implied covenants of good faith, quasi-contracts, promissory estoppel, unjust enrichment, negligent and/or intentional misrepresentations, or fraud; and any and all claims for wrongful discharge, defamation, invasion of privacy, intentional and/or negligent infliction of emotional distress, loss of spousal consortium, violations of public policy, violations of whistleblower statutes, retaliation, intentional torts, or any other personal injury; any and all claims for back pay, front pay, or other wages or benefits, for any kind of compensatory, special or consequential damages, punitive or liquidated damages, lost or unpaid benefits of any kind or nature, attorneys' fees, and costs, disbursements or expenses of any kind whatsoever;

2. Any and all claims arising under federal, state or local constitutions, statutes, laws, rules, regulations, executive orders or common law regulating employer conduct or prohibiting employment discrimination, retaliation and/or interference based upon race, color, sex, religion, age, handicap or disability, national origin, genetic information, sexual orientation or any other protected category or characteristic, including but not limited to any and all claims arising under the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; 42 U.S.C. §1983; the Americans With Disabilities Act ("ADA"), as amended; the Rehabilitation Act of 1973, as amended; the Equal Pay Act; the Employee Retirement Income Security Act (ERISA); the Family and Medical Leave Act ("FMLA"), as amended; the Genetic Information Nondiscrimination Act of 2008; the National Labor Relations Act; the Labor Management Relations Act; the Fair Labor Standards Act ("FLSA"); the Lilly Ledbetter Fair Pay Act of 2009; the Ohio Fair Employment Practices Act ("Ohio's FEPA"); the Ohio Military Family Leave Act; Titles 33 and/or 41 of the Ohio Revised Code; and/or under any other federal, state or local human rights, civil rights, or employment discrimination statutes, rules or regulations. Nothing herein shall prevent either Mr. Alex Bates and/or the Board of Education from exercising their rights under R.C. Chapter 2744 or raising the defenses provided therein if litigation is filed against either Party.

B. The Parties acknowledge that they have reviewed this Agreement with attorneys of their choosing and that they have been fully advised concerning its contents. The Parties represent and agree that they fully understand their rights to discuss all aspects of this Agreement with their attorneys, that they have availed themselves of that right and retained counsel to advise them with respect to this Agreement, and that they are voluntarily entering into this Agreement.

**II. Consideration.**

**A. Resignation.**

With the consent of the Board of Education, and contingent upon the Board of Education's approval of and compliance with the terms of this Agreement, Mr. Alex Bates hereby voluntarily tenders his irrevocable resignation for personal reasons from all employment with the Board of Education effective at the close of business on May 13, 2024. Mr. Alex Bates shall provide a resignation letter to the Superintendent no later than May 13, 2024. If for any reason the resignation is not approved by the Board, the Parties shall meet and, in good faith, attempt to save this Agreement. If the Parties cannot save this Agreement after meeting and discussing, in good faith, said Agreement shall become null and void.

**B. Payment.**

Given that Mr. Alex Bates is resigning effective at the close of business on May 13, 2024, he will be paid his salary through regular payroll until such date, which will include the normal withholdings and contributions to the Ohio State Teachers Retirement System ("STRS").

**C. Unemployment Compensation.**

Mr. Alex Bates agrees not to file a claim for unemployment and acknowledges that the Board of Education will dispute any such claim should he file one. If the Board of Education receives a request for information and/or documentation from the Ohio Department of Job and Family Services and/or the Unemployment Compensation Review Commission, it will provide the requested information and/or documentation.

**D. No Re-Employment.**

Mr. Alex Bates agrees not to seek employment/re-employment with the Board of Education or any other position that may cause Mr. Alex Bates to perform services of any nature for the Board of Education or any students attending school in the District in the future, by any means.

**E. Personal Property and Equipment**

Mr. Alex Bates will arrange a time with the Superintendent and is expected to remove any personal belongings that he has in the school building by the close of business on May 13, 2024 and return to his Principal any keys or fobs that he has in his possession, along with all instructional materials, student files, and District-issued technology.

**F. Presence on District Property and at District Events.**

After May 13, 2024, Mr. Alex Bates shall be prohibited from entering District property and attending District events. Should Mr. Alex Bates need to enter District property, he must seek permission from the Superintendent to do so. If Mr. Alex Bates is seen on District property or at a District event, he will be considered to be trespassing and reported to law enforcement.

**III. No Precedent.**

A. This Agreement will not be deemed as precedent setting as between the Parties and nothing herein will be deemed to prevent the Board from proceeding to terminate any employee displaying conduct similar to that of Mr. Alex Bates which precipitated this Agreement.

**IV. Other Proceedings**

Mr. Alex Bates and the Association hereby represent and confirm that they have not filed or otherwise initiated any complaint, charge, or other proceeding against the Board or its elected members, administrators, officers, employees, or agents, in any court or government agency based on events occurring on or prior to the date of signing this Agreement. Mr. Alex Bates expressly waives any right to damages or other legal or equitable relief awarded by any court or government agency relating to any complaint, charge, or other proceeding (regardless by whom filed), that is pending or that is filed in the future, and which is based on events occurring on or prior to the date of signing this Agreement. Further, Mr. Alex Bates and the Association affirm they have not and will not file any grievance under the Master Agreement, and they expressly waive their right to file any such grievance pertaining to any issue associated with the Board's employment of Mr. Alex Bates.

**V. Investigation**

A. Upon execution of this Agreement, the investigation that is the subject of this Agreement will cease immediately, and the Board shall take no disciplinary action against Mr. Alex Bates.

B. It is understood that Mr. Alex Bates's alleged conduct is subject to the reporting requirements of the Ohio Department of Education and Workforce ("DEW") and Ohio Law, and that the Board filed a Report with DEW and may be required to provide information to DEW concerning Mr. Alex Bates's alleged conduct.

C. Any documents in Mr. Alex Bates's personnel file that pertain to the investigation that is the subject of this Agreement will remain in his personnel file while DEW is conducting its investigation and subsequently (i.e., after DEW completes/closes its investigation) be placed into a separate file in accordance with Ohio law. This Agreement, however, shall remain in Mr. Alex Bates's personnel file at all times.

**VI. No Evidence.**

It is understood that this Agreement, and the terms and provisions contained herein, shall not be used as evidence of liability or other alleged wrongdoing in any action, suit or proceeding whatsoever, whether or not a Party to the Claims is the Party asserting such claim. Nothing herein shall prevent this Agreement or its terms from being used, offered, or received in any proceeding to enforce any or all the terms of this Agreement.

**VII. Disclosures**

A. Unless otherwise required by law, the Parties shall not make any statements (whether oral, written, or electronic) relating to Mr. Alex Bates's resignation from employment, except as specified in this Paragraph VII of this Agreement.

B. The Board shall issue a press release announcing the resignation of Mr. Alex Bates in lieu of termination following the Board's acceptance of Mr. Alex Bates' resignation and approval of this Agreement. The press release shall include that Mr. Alex Bates was on Administrative Leave based on allegations that Mr. Alex Bates failed to abide by Board Policies, applicable State and Federal laws, and the Licensure Code of Professional Conduct for Ohio Educators. The press release can also refer to the January 12, 2024 Press Release issued by the Loudonville Police Department.

C. Inquiries from prospective new employers of Mr. Alex Bates shall be directed to the Superintendent. The Superintendent shall confirm Mr. Alex Bates's date of hire, date of separation, positions held, salary, that the Board of Education was in the process of investigating allegations of sexual harassment against Mr. Alex Bates involving a student, and that the matter was reported to DEW. If further questions are asked, the Superintendent can refer the prospective new employer to the January 12, 2024 Press Release issued by the Loudonville Police Department.

D. In response to any other inquiry, the Parties agree that the Board and Superintendent shall respond that: "Mr. Alex Bates has resigned in lieu of termination from his positions as a Teacher and Coach with the Loudonville-Perrysville Exempted Village School District effective May 13, 2024, and a report was filed with DEW regarding the alleged violations of the Licensure Code of Professional Conduct for Ohio Educators."

E. It is further understood and agreed that the Board of Education is a public entity subject to certain obligations under R.C. § 149.43, and action taken by the Board to comply with its legal obligations pursuant to R.C. § 149.43, shall not be viewed as or considered to be a violation of this Paragraph. This Paragraph VII shall be binding not only on the Parties, but also on the Board of Education's elected members, superintendent, administrators, officers, agents, successors, attorneys, and representatives, both past and present in their individual and official capacities.

**VIII. Entire Agreement.**

The Parties affirm that the only consideration for signing this Agreement is the terms stated herein; that no other promises or agreements of any kind have been made to cause them to execute this Agreement; that they fully understand the meaning and intent of the Agreement, including, but not limited to, its final and binding effect; and that they have executed the same freely and voluntarily.

**IX. Acknowledgments.**

In signing this Agreement, the Parties acknowledge that: (1) they have carefully and fully read the foregoing Agreement; (2) the Agreement is written in plain and understandable language; (3) they fully understand the Agreement; and (4) they are entering into the Agreement knowingly, voluntarily, and without duress, coercion, or undue influence of any kind. The Parties agree that this Agreement is in all respects reasonable, that they have had an opportunity to review this Agreement and fully understands its terms, and that they have had the opportunity to seek legal counsel.

**X. Disputes Regarding Agreement.**

It is understood that any dispute between the Parties concerning the interpretation, application or claimed breach of the terms of settlement, including this Agreement, shall be first subject to voluntary attempts to resolve the matter by the claimant by notifying the other party or parties in writing of the claim; by giving the other party or parties the opportunity to respond in writing to the claim within ten (10) business days of receipt of the claimed dispute; and by giving the other party or parties the opportunity to meet and confer where practical. If the matter is not resolved in this manner, the dispute may then proceed to resolution in a forum having jurisdiction over the parties and this Agreement.

**XI. Choice of Laws and Jurisdiction.**

This Agreement, and the rights and obligations of the Parties hereto, shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to its conflict of law or choice of law principles.

**XII. Construction.**

Any rule of construction to the effect that ambiguities are resolved against the drafting party shall not apply to the interpretation and construction of this Agreement.

**XIII. Non-Admission**

Nothing in this agreement shall be construed as an admission of wrongdoing by either party.

**XIV. Authority.**

The undersigned acknowledge and aver that this Agreement has been executed on the date set forth below, with full knowledge of the contents herein and that each is fully empowered to execute the Agreement with binding authority from and for each of the parties named herein.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date(s) set forth below.

**FOR ALEX BATES**

By:

\_\_\_\_\_  
Alex Bates

\_\_\_\_\_  
Date

**FOR THE LOUDONVILLE-PERRYSVILLE EDUCATION ASSOCIATION**

By:

\_\_\_\_\_  
Marissa Burd, LPEA President

\_\_\_\_\_  
Date

**FOR THE LOUDONVILLE-PERRYSVILLE EXEMPTED VILLAGE SCHOOL DISTRICT BOARD OF EDUCATION**

By:

\_\_\_\_\_  
Jennifer Allerdig

\_\_\_\_\_  
Date