

**RELEASE AND SETTLEMENT OF CLAIMS**

This Release and Settlement of Claims (“Release”) is made on the 17th day of July, 2017, by and between the Celina City School District Board of Education (“Board”), 585 East Livingston, Celina, Ohio 45822, and Brenda S. Fishbaugh (“Ms. Fishbaugh”) 7741 State Route 703, Celina, Ohio 45822.

WHEREAS, the Board and Ms. Fishbaugh are parties to an Agreement for Sale of Real Estate and Right of First Refusal (“Agreement”), and an Amendment to Sale of Real Estate and Right of First Refusal (“Amendment”), that required the parties to close on the property no later than March 20, 2017; and

WHEREAS, the closing on the property occurred July 6, 2017; and

WHEREAS, Ms. Fishbaugh alleges she has suffered monetary damages due to her reliance on the March 20, 2017 closing date and the subsequent delay.

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

1. The Board shall pay, or cause to be paid, a total of Two Thousand Five Hundred Fifty Dollars and Zero Cents (\$2,550.00) to Ms. Fishbaugh for the specific release and waiver of any claims that Ms. Fishbaugh has against the Board related to the delay in closing of the transaction and said monetary damages that may have resulted therefrom.

2. In exchange for the consideration set forth in this Release, Ms. Fishbaugh hereby releases and discharges the Board and its members, officers, administrators, employees, agents, and representatives from any and all claims, demands, causes of action, liability, costs, expenses, and attorney fees that may presently exist or which may be asserted in the future, whether known or unknown, arising from or relating to the delay in closing the subject transaction, or the circumstances leading to the execution of this Release. Furthermore, Ms. Fishbaugh specifically waives the right to file or pursue any action or claim against the Board and/or its members, officers, administrators, employees, agents, or representatives arising from or relating to the delay in closing the subject transaction, or the circumstances leading to the execution of this Release. This includes, but is not limited to, claims for discrimination, retaliation, unlawful harassment, breach of express or implied contract, fraud, fraudulent inducement, including inducement to enter into this Release, intentional or negligent misrepresentation, defamation, conversion, invasion of privacy, negligence, violation of public policy, interference with contractual, business or prospective relations, intentional or negligent infliction of emotion distress, unjust enrichment, and any other common law cause of action, whether arising in contract or tort, for attorney’s fees, emotional distress, pain and suffering, other compensatory damages of any type, or punitive or exemplary damages.

3. The parties acknowledge that this Release is the complete agreement between the parties concerning this subject matter and shall be binding upon and inure to the benefit of the parties' respective predecessors, successors, agents, representatives, and heirs.

4. This Release is a binding contractual commitment and may be enforced, in the event of a breach or non-compliance, in any court of competent jurisdiction in the State of Ohio.

5. The parties acknowledge the following: that they have had a full and complete opportunity to read and examine the terms of the Release and to consult with an attorney of their choosing prior to executing this Release; that they fully understand the rights, duties and responsibilities imposed upon them by this Release; that there are no other terms, conditions, or agreements relating to the subject matter herein aside from the provisions contained in this Release; and that they have voluntarily, knowingly, and intelligently executed this Release.

6. The parties agree that, if any provisions contained in this Release are declared invalid by a court of competent jurisdiction, such invalidation shall not affect the remaining provisions of this Release, which shall remain in full force and effect. This Release may not be amended, except by a writing signed by all parties to the Release.

WHEREFORE, the parties hereto have executed this Release on the day and year first written above.

**BRENDA S. FISHBAUGH**

**CELINA CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

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Brenda S. Fishbaugh

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President

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Superintendent

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Treasurer