

RESOLUTION NO. 114-2024
Accepting Employment Separation Agreement
with Christopher Methvin

BE IT RESOLVED by the Board of Township Trustees of Olmsted Township, that:

WHEREAS, Christopher Methvin (“Employee”) is currently employed as an Assistant Fire Chief of Olmsted Township; and

WHEREAS, Employee proposes to enter into an Employee Separation Agreement (“Agreement”), attached and incorporated herein as Exhibit A; and

WHEREAS, The Board finds it to be in the Township’s best interest to enter into the Agreement;

NOW THEREFORE BE IT RESOLVED,

Section 1. The Board hereby accepts the Agreement, provided that Employee does not revoke the Agreement within seven calendar days hereafter; and

Section 2. The Board authorizes and directs the Township Administrator to take action on behalf of the Board to carry-out the terms of this Agreement; and

BE IT FURTHER RESOVLED, this action was taken in a meeting open to the public in accordance with the Ohio Open Meetings Act, O.R.C. 121.22.


Adopted: **November 21, 2024.**

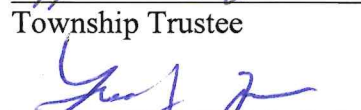
Attest:


Township Fiscal Officer

Resolved,


Township Trustee


Township Trustee


Township Trustee

Employment Separation Agreement
Christopher Methvin

This Employment Separation Agreement (Agreement) is entered into by and between Christopher Methvin (Employee), and the Olmsted Township Board of Trustees (Employer) and is effective November 21, 2024.

1. With this Agreement, Employee hereby tenders his irrevocable resignation, with a resignation date of February 6, 2025, which is hereby accepted by the Employer.
2. Employee shall submit a letter of resignation dated November 21, 2024, to be placed in his personnel file, stating "I hereby resign my employment with Olmsted Township effective February 6, 2025."
3. The Employee hereby requests, and the Employer hereby approves, Employee's use of his accrued but unused vacation leave and holidays, followed by sick leave beginning November 21, 2024 through February 5, 2024. Employee shall accrue no other leave or holidays from the date his paid administrative leave commenced on November 15, 2024. His remaining balance of leave on the date of his resignation is 231.50 hours of sick leave and he will have exhausted all other accrued paid leave balances. Employee agrees that he is not retiring from employment with Employer and is not entitled to a payout of accrued, unused sick leave upon his separation. Employee shall discontinue his use of Township vehicles and equipment effective November 21, 2024.
4. The Employer shall provide Employee the neutral letter of reference attached hereto as Exhibit 'A' addressed "to whom it may concern" indicating Employee's position, dates of service and that he resigned effective February 6, 2025. Employee shall direct prospective employers seeking a job reference or verification to the Township Administrator, who shall respond with the same information. Correspondingly, in reference to his employment with the Township, Employee shall only state the dates of his employment, positions held and job duties assigned and performed, as well as his pay and benefits received. Nothing in the foregoing is intended to prohibit Employee from responding fully to any questions asked of him during job interviews regarding his employment with Employer. In consideration of the Employer's agreement to provide only a neutral reference of employment by Employee, Employee agrees not to defame or disparage the Employer or its elected or appointed officials or employees. Should Employee violate this paragraph, in remedy thereof, Employer shall be entitled respond and will no longer be required to provide an only neutral reference.
5. The Employer shall store this Agreement and any memoranda issued to Employee in November of 2024 in a file separate from Employee's personnel file. The Employee understands that the Employer will comply with the Ohio Public Records Act in response to any requests for public records.
6. Prior to the effective date of Employee's resignation, Employee shall return any property belonging to Employer, as requested by Employer, and Employer shall make reasonable arrangements with Employee to retrieve any of his personal belongings in the possession of Employer.

Employment Separation Agreement
Christopher Methvin

7. Employee, for himself and his spouse, dependents, heirs, executors, administrators, successors and assigns, hereby discharges and releases the Township and each of its current and former officials, employees, contractors, agents, attorneys, consultants and insurers from, and waives his right to bring against them now or in the future, any charges, lawsuits, actions, claims or causes of action, known or unknown, accruing or accrued, relating in any way to his employment with the Township prior to the effective date of this Agreement, including without limitation those brought under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Older Worker Benefit Protection Act, the Americans with Disabilities Act of 1990, the Family Medical Leave Act, the Fair Labor Standards Act, the Patient Protection and Affordable Care Act, COBRA, the Genetic Information Nondiscrimination Act of 2008, 42 U.S.C. § 1983, 42 U.S.C. § 1988, the Ohio Constitution, the Ohio Civil Rights Act (OCRA) (Ohio Rev. Code Ann. §§ 4112.01 to 4112.99), the Ohio Whistleblowers' Protection Statute (Ohio Rev. Code Ann. §§ 4113.51 to 4113.53), the Ohio Minimum Fair Wage Standards Act (Ohio Rev. Code Ann. §§ 4111.01 to 4111.99), the Ohio workers' compensation retaliation law (Ohio Rev. Code Ann. § 4123.90), Ohio Rev. Code Sections 505.38, 733.35-.39, and any tort, contract and/or quasi-contract law, or public policy, for any harm whatsoever, including claims based on present, continuing or future effects of alleged past discrimination. Employee waives any remedy or right of recovery in any action, charge, claim, suit or other legal action which may be brought by him or on his behalf by any government agency or other entity, person or class. Employee affirms he is owed no other compensation or benefit whatsoever other than what has already been provided to Employee to secure this Agreement. The parties intend that this release and waiver will be construed to give full force and effect to its terms, and if any clause is limited or found not to be enforceable by any court or agency the unaffected portions shall remain in full force and effect. Employee has been advised to consult legal counsel prior to signing this Agreement. He was given at least 21 days to consider this Agreement and 7 days after signing to revoke it. He is knowingly entering into this agreement in consideration of the promises herein, to which he would not otherwise have been entitled.

Employee acknowledges that he was advised to consult with legal counsel about this Agreement, and that he has consulted with said counsel of his choosing.

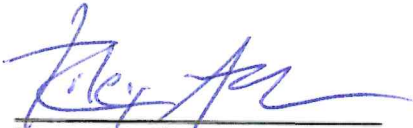
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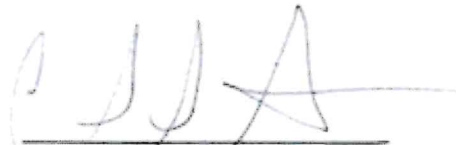
Employment Separation Agreement
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THE PARTIES HERETO HAVE READ AND UNDERSTAND THIS AGREEMENT; BY SIGNING BELOW, THE PARTIES EXPRESS THEIR AGREEMENT TO BOUND BY ITS TERMS, VOLUNTARILY, WITHOUT DURESS OR COERCION, AS OF THE DATE OF THEIR SIGNATURE.

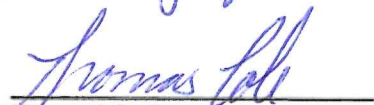
DATED: NOVEMBER 21, 2024

Agreed,


Township Trustee


Christopher Methvin


Township Trustee


Township Trustee