

RESOLUTION 140-2021

Approval of Release and Settlement Agreement

Background and Introduction

The Board has for its consideration a proposed Release and Settlement Agreement. The proposed Agreement is the product of exhaustive negotiation, including mediation, between the Board of Trustees and Rebecca Corrigan. The parties have been represented by their respective legal counsel in this mediation process, and the Board's legal representation has included counsel retained through the Township's insurer, the Ohio Township Association Risk Management Authority ("OTARMA").

The terms of the proposed Agreement stem from a series of events leading to competing and divergent positions of the parties. Ms. Corrigan has complained that she was subjected to a hostile workplace based on sex and retaliation for protected conduct. Separately, the Board initiated an investigation relating to Ms. Corrigan's employment, during the period of an administrative leave put in place after the receipt of employee complaints. As expressed in the proposed Agreement, Ms. Corrigan wishes to resign under the circumstances, and the parties wish to settle and forever resolve all outstanding matters between them, making a full and complete compromise, without admission by any of the parties.

Ms. Corrigan has been employed with Olmsted Township under the terms of an Employment Agreement dated October 23, 2019. The duration of the Employment Agreement was for three years, through October 23, 2022. Including the month of December, 2021, the value of the remaining contract period, including benefits, is placed at approximately \$115,450.00. The settlement represented by the proposed Agreement calls for a final payment from Olmsted Township in the amount of \$86,000.00, which is approximately 74% of the remaining Employment Agreement cost. This factor, among many others, has been thoroughly considered

by the Board of Trustees in the course of mediation and negotiation. The balance of the consideration included in the proposed Agreement is to be paid by OTARMA, and the inclusion of that payment to resolve all matters has been recommended by OTARMA's retained legal counsel.

The Resolution

The terms of the Release and Settlement Agreement are set forth in a writing, which accompanies Resolution No. 140-2021 which I will read into the record for consideration.

RESOLUTION 140-2021

Approval of Release and Settlement Agreement

Cuyahoga County, Ohio

Be It Resolved by the Township Trustees of Olmsted Township

WHEREAS, Rebecca Corrigan (“Ms. Corrigan”) has been employed as Township Administrator with Olmsted Township under the terms of an Employment Agreement dated October 23, 2019. The duration of the Employment Agreement was for three years, through October 23, 2022; and

WHEREAS, Ms. Corrigan filed a Complaint styled Rebecca Corrigan v. Olmsted Township, being in the Ohio Civil Rights Commission, Case No. CLE 74 (46476) 06242021, alleging that she was subjected to a hostile workplace based on sex and retaliation for protected conduct; and

WHEREAS, there has separately been an investigation/administrative leave invoked by Olmsted Township relating to Ms. Corrigan’s employment; and

WHEREAS, the parties desire to settle and forever resolve all competing matters between them on the terms and conditions set forth in a written Release and Settlement Agreement; and

WHEREAS, the parties have mediated their dispute, and Ms. Corrigan has concluded that the employment relationship is irretrievably broken and wishes to resign under the circumstances; and

WHEREAS, it is deemed advisable to resolve all issues relating to Ms. Corrigan’s employment amicably and in a timely manner, avoiding further expense and delay associated with investigations and litigation and conclusively ending any uncertainty relating to the disputed and opposing positions.

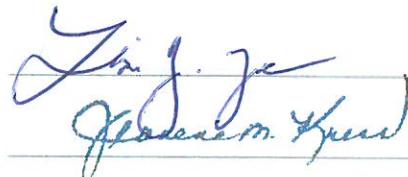
NOW, THEREFORE, it is hereby Resolved as follows:

1. That the terms and conditions of the Release and Settlement Agreement attached hereto, marked as Exhibit "A" and incorporated herein by reference, are approved and adopted.
2. Consistent with the terms of the Release and Settlement Agreement, the Board hereby rescinds, with no findings, any investigation of Ms. Corrigan.
3. Ms. Corrigan's resignation from employment with Olmsted Township is hereby accepted.

Trustee Kress seconded the Motion, and thereupon, the votes in favor of this Resolution were recorded and reflected by the signatures hereto.

BE IT FURTHER RESOLVED: that it is hereby found and determined that all formal actions of this Board of Township Trustees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted the 15th day of December, 2021.



Township Trustees

Attest: John J. Jr. Kress
Township Fiscal Officer

RELEASE OF ALL CLAIMS AND DEMANDS

This Release and Settlement Agreement entered into this 15th day of December, 2021 by and between Rebecca Corrigan (hereinafter "Claimant") and Olmsted Township, Cuyahoga County, Ohio, an Ohio political subdivision, and Laurence Abbott (hereinafter "Releasees") is to evidence the following understanding and agreements.

WITNESSETH:

WHEREAS, "Claimant" filed a Complaint styled Rebecca Corrigan v. Olmsted Township, being in the Ohio Civil Rights Commission, Case No. CLE 74 (46476) 06242021, alleging that the conduct of "Releasees" constituted a hostile workplace based on sex and retaliation for protected conduct of "Claimant"; and

WHEREAS, Olmsted Township retained the services of outside counsel to investigate the allegations of Ms. Corrigan; and

WHEREAS, that investigation by attorney Leslie I. Kuntz found acts of retaliation against Ms. Corrigan; and

WHEREAS, Ms. Corrigan subsequently filed the Ohio Civil Rights Commission charge and supplemental charge alleging retaliation; and

WHEREAS, all parties hereto, desire to settle and forever resolve the claims of "Claimant" on the terms and conditions herein set forth; and

WHEREAS, the parties have mediated their dispute and Ms. Corrigan has concluded that the employment relationship is irretrievably broken and wishes to resign under the circumstances;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. No later than December 19, 2021, Releasee Olmsted Township and its agent OTARMA shall pay One-Hundred Ninety-Five Thousand Dollars (\$195,000.00) to "Claimant" in

the form of delivered drafts or checks made payable to The Chandra Law Firm LLC as a compromise of "Claimant's" claims for emotional damages and attorney fees; and pay "Claimant" her normal wages, Stipend, OPERS, and employee health insurance as additional compensation through November 30, 2021, the receipt and sufficiency of such consideration being hereby acknowledged, and the undersigned "Claimant" hereby releases and forever discharges the "Releasees," their heirs, executors, administrators, representatives, successors, assignees or beneficiaries, attorneys, investigators, consultants, and any and all persons, firms, associations, elected and appointed officials, including, but not limited to, Laurence Abbott, Jeanene Kress, Lisa Zver and Brian Gillette in their official and individual capacities, officers, subsidiaries, agents, employees, successors and assigns, including, but not limited to, Sedgewick Claims Management Services, PERSO, Ohio Township Association of Management Authority (OTARMA) and/or insurers who are or may ever become liable to the undersigned, for any and all liability, negligence, claims, demands, damages, actions, liens, promises, trespasses, judgments, executions, debts, accounting, and causes of action of every kind, including any claim for interest on this settlement or any claim for attorney fees, known or unknown, arising out of or in any way connected with the occurrence out of which it is claimed the undersigned suffered injury and/or damages as a result of any actions on the part of any of the "Releasees," including but not limited to any matter arising from any claim of harassment, retaliation or other workplace misconduct, as well as any and all actions which are, or could have been, the subject matter of the Charge filed with the Ohio Civil Rights Commission, and any resulting civil action, against the "Releasees." "Claimant" is not releasing her right to coverage under any insurance policy or coverage agreement should she be later sued on a covered claim. Releasees will also pay for "Claimant's" portion of the mediator's fees charged by Michael N. Ungar at Ulmer Berne, up to \$4,000.

2. "Releasees," in further consideration of "Claimant's" release, the receipt and sufficiency of such consideration being hereby acknowledged, hereby release and forever discharge the "Claimant," her heirs, executors, administrators, representatives, successors, assignees or beneficiaries, and any and all persons, firms, associations, officers, subsidiaries, agents, attorneys, investigators, employees, successors and assigns, for any and all liability, negligence, claims, demands, damages, actions, liens, promises, trespasses, judgments, executions, debts, accounting, and causes of action of every kind, including any claim for interest on this settlement or any claim for attorney fees, known or unknown, arising out of or in any way connected with the occurrence out of which it is claimed the undersigned suffered injury and/or damages as a result of any actions on the part of any of the "Releasees" and their heirs and assigns, including but not limited to any matter arising from any claim of harassment, retaliation or other workplace misconduct, as well as any and all actions which are, or could have been, the subject matter of the Charges filed in Ohio Civil Rights Commission and any resulting civil action, against the "Releasees."

3. In further consideration of the compromise represented by this Agreement, including "Claimant's" release, Releasee Olmsted Township hereby rescinds, with no findings, any "investigation" of "Claimant." This agreement shall be attached to and accompany any investigation/administrative-leave-related documentation in the Claimant's personnel file. The Trustees will pass a resolution adopting this Agreement, and will document in their minutes the rescinding with no findings of any investigation.

4. In further consideration of "Claimant's" release, Releasee Olmsted Township agrees to provide "Claimant" a positive letter of reference in the form attached hereto as Exhibit 1; provide Claimant prompt after-hours supervised access to retrieve her personal belongings; and

to enable her to secure from Olmsted Township's computer systems copies of requested public records concerning her prior work for Olmsted Township without the requirement of a public-records request. A duplicate file of the subject records secured by the Claimant shall be made for the Releasee Olmsted Township.

5. "Claimant" and Releasee Olmsted Township have prepared a joint statement in the form attached hereto as Exhibit 2. The parties are at liberty to use the statement as they may elect.

6. "Claimant" shall be entitled to allocate the proceeds as she sees fit for income-tax purposes, but agrees that she alone is responsible for the appropriateness and consequences of any such allocation and Claimant agrees to hold Releasee Olmsted Township harmless for all expense and liability arising from such allocation.

7. Without limiting the generality of the foregoing release, "Claimant" understands and acknowledges that by signing this Release and Settlement Agreement, she specifically waives any rights or claims she may have for discrimination under any and all state and federal laws, including but not limited to laws prohibiting age discrimination, such as the Age Discrimination in Employment Act and releases "Releasee" from any such claims. Pursuant to the terms of the Older Worker's Benefit Protection Act, 29 U.S.C § 626, "Claimant" acknowledges that she has been advised, in writing, through this Release and Settlement Agreement that she may consult with any attorney, and she did so, prior to executing this Release and Settlement Agreement, and that she was given a period of 21 days within which to consider signing this Release and Settlement Agreement. "Claimant" also understands that for a period of seven (7) days following the execution of this Release and Settlement Agreement, she may revoke it in writing, and that such revocation shall only be effective upon delivery to John T. McLandrich, Mazanec, Raskin and Ryder Co., L.P.A., 34305 Solon Road, Cleveland, Ohio 44139.

8. The consideration of One Hundred Ninety Five Thousand Dollars (\$195,000.00) shall be held in trust by the Chandra Law Firm LLC until the expiration of the revocation period set forth in Paragraph 7.

9. Except as noted above, any and all attorney fees and/or costs incurred by "Claimant" or on behalf of her, will be paid solely by "Claimant" out of these settlement proceeds.

10. The consideration provided herein is made entirely for the purposes of settling a dispute, to settle and extinguish all actions, causes of action, suits, proceedings, damages, claims and rights which the undersigned had or may have against the "Releasees" and that Releasees might have claimed against Claimant.

11. The undersigned also understand and agree that the consideration contained in this Release and Settlement Agreement is the sole and only consideration for this Release and Settlement Agreement and that no representations, promises or inducements have been made by the "Releasees" or Claimant other than as appear in this instrument. This agreement represents the entire agreement among the parties and cannot be modified by parol evidence without the express written agreement of the parties.

12. The undersigned also declare and acknowledge that they have been represented by counsel concerning this matter, that they and their representatives have read this Release and Settlement Agreement, and that they fully understand its terms and voluntarily accept this consideration for purposes of making a full and complete compromise, adjustment and settlement of all claims and potential damages against one another.

13. Further, also in consideration of the payment of the aforesaid sum, "Claimant" warrants, covenants, and attests that "Claimant" has not been put on notice by any attorney, government unit or agencies or any insurance company of any lien or rights of subrogation because

of legal services or the payment of any of my medical and/or hospital expenses. "Claimant" further warrants, covenants and agrees that, if any such subrogated claims and/or liens are made by any attorney, governmental unit or agencies or any insurance company, "Claimant" will reimburse said attorney, governmental unit or agencies and/or insurance company in full and that those liens or claims are the "Claimant's" sole responsibility and are not in any way the responsibility of the parties herein released. "Claimant" further covenants, warrants, and agrees that "Claimant" will indemnify and hold harmless the parties herein released from any liability, settlement judgments, litigation expenses, including attorney's fees and court costs, incurred by her, in defending any claims by any attorney, governmental units or agencies and/or insurance companies, asserting such liens and/or subrogated rights.

14. Releasee Olmsted Township will not contest "Claimant's" application for or receipt of unemployment compensation and will cooperate with the application process.

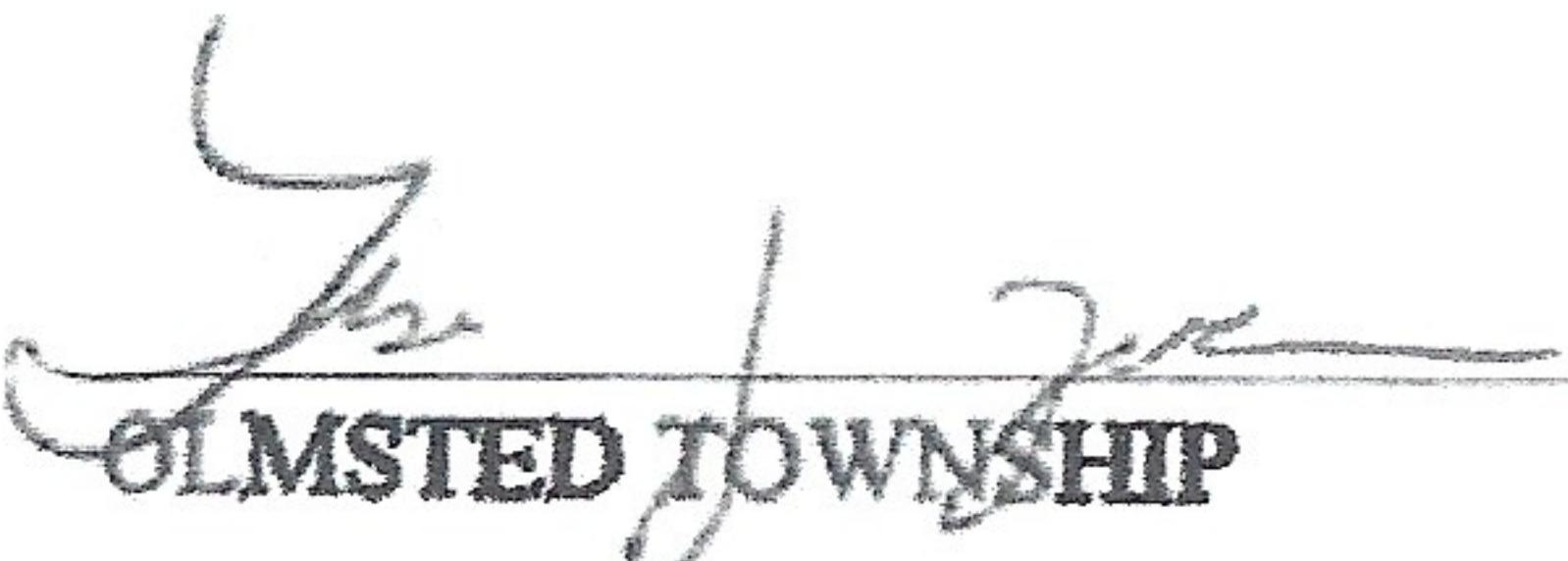
15. Releasee Olmsted Township will retain a "bank" of the sick-leave hours that "Claimant" was unable to cash out under her previous employment agreement, agreed to be 491 hours. Upon request by any subsequent employer of "Claimant," the Township will transfer those hours to the new employer.

16. This agreement may be signed in counterparts, all of which will serve as the entire executed agreement.

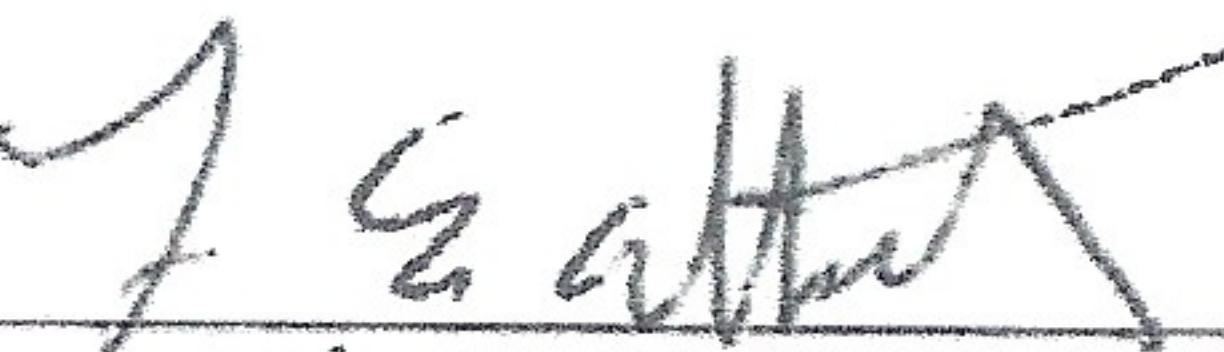
17. The parties have specific performance, mandamus, and injunctive relief available to them as remedies for breaches under this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands on the date of December 15, 2021.


REBECCA CORRIGAN


OLMSTED TOWNSHIP

BY: Lisa T. Zver


LAURENCE ABBOTT

PERS-210071/Release & Stmt Agmnt (12/7)

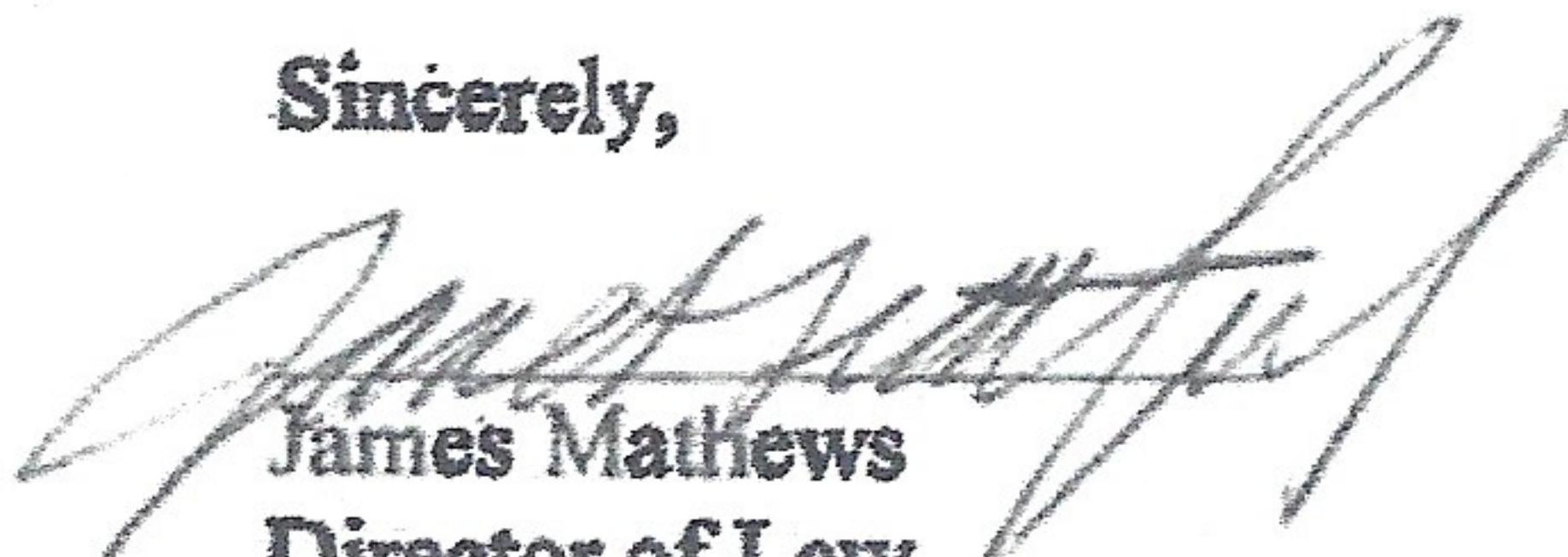
EXHIBIT 1

To Whom It May Concern:

Ms. Rebecca Corrigan was employed as the Township Administrator of Olmsted Township, Ohio from January 30, 2019 through November 30, 2021. From October 2018 through January 20, 2019 she served as a consultant. During this entire period, Ms. Corrigan proved capable with respect to the duties of her contract, especially as related to public works and grant projects.

- Some of Ms. Corrigan's projects, working with the Board of Trustees and the Fiscal Officer, as well as the Township Leadership Team, included: Served as Project Manager and completed the Administrative Offices Building under budget and within established timelines, using grants and low-interest bonds;
- Developed, implemented, and secured funding for a gateway signage and identification program;
- Served as Project Coordinator for a complete review and update of the Strategic Plan for Olmsted Township 2018-2023;
- Planned and implemented the design for recreational facilities in keeping with the recommendations of the Strategic Plan for Olmsted Township 2018-2023 and resident input;
- Successfully worked with labor in the collective bargaining process;
- Strengthened response and protocols related to the COVID-19 pandemic; and
- With the Fiscal Office, administered CARES funding.

Sincerely,



James Mathews
Director of Law

EXHIBIT 2

Ms. Rebecca Corrigan was employed as the Township Administrator of Olmsted Township, Ohio from January 30, 2019 through November 30, 2021. From October 2018 through January 20, 2019 she served as a consultant. During this entire period, Ms. Corrigan proved capable with respect to the duties of her contract, especially as related to public works and grant projects.

Some of Ms. Corrigan's projects, working with the Board of Trustees and the Fiscal Officer, as well as the Township Leadership Team, included:

- Served as Project Manager and completed the Administrative Offices Building under budget and within established timelines, using grants and low-interest bonds;
- Developed, implemented, and secured funding for a gateway signage and identification program;
- Served as Project Coordinator for a complete review and update of the Strategic Plan for Olmsted Township 2018-2023;
- Planned and implemented the design for recreational facilities in keeping with the recommendations of the Strategic Plan for Olmsted Township 2018-2023 and resident input;
- Successfully worked with labor in the collective bargaining process;
- Strengthened response and protocols related to the COVID-19 pandemic; and
- With the Fiscal Office, administered CARES funding.