

RESIGNATION AGREEMENT AND RELEASE

This Resignation Agreement and Release ("Agreement and Release") is entered into by and between **Susan Cohen Ayers** on behalf of herself and her heirs, representatives, successors, and assigns (hereinafter referred to as "Ayers"), and Union Township, located in Clermont County, Ohio, by and through its Board of Trustees (hereinafter collectively referred to as "Board"), first effective the 15th day of November, 2023.

Whereas, Ayers is employed by the Board as its Administrator, and certain terms and conditions of Ayers' employment are contained in an employment contract entered by the parties at the time of her hire; and

Whereas, Ayers wishes to resign her employment under and pursuant to the terms and conditions set forth in this Agreement and Release for personal and professional reasons, and the Board will accept Ayers' resignation of employment, effective December 5, 2023, under and pursuant to the terms set forth herein; and

Whereas, Ayers and the Board wish to fully and finally resolve any and all differences that may exist between them without admissions of any kind whatsoever.

Now, therefore, Ayers and the Board (hereinafter collectively referred to as "the Parties") acknowledge and agree as follows:

I. No Admission of Liability

- A. The Parties are entering into this Agreement and Release solely because they wish to resolve their differences without the expense and time involved in further proceedings. They acknowledge and agree that, by entering into this Agreement and Release and resolving any and all claims hereunder, no admission of liability of any nature or of any person is to be inferred or implied and that Ayers and the Board, along with its employees and agents, specifically and unequivocally deny any and all wrongdoing and allegations that may be made against them in connection with Ayers' employment as Township Administrator.

II. Non-Disparagement and Neutral Reference

- A. Ayers agrees that she will not make disparaging statements about the Board or her employment by the Board. Further, Ayers shall not disparage, or direct others to disparage, the Board, its members, or its current employees or other representatives through publications, statements and/or remarks, whether spoken, written or on social media.
- B. The Board agrees to provide a neutral employment reference for Ayers when it is contacted by potential employers of Ayers, and such reference shall consist of her dates of employment and compensation as Township Administrator and other information approved by Ayers as applicable. The Board and its members shall not disparage, or direct others to disparage, Ayers through publications, statement, and/or remarks, whether spoken, written or on social media.

- C. The Board shall not contest Ayers' application for or pursuit of unemployment benefits but shall provide accurate information in response to inquiries from the State of Ohio and its agencies.
- D. The Parties agree that they shall provide accurate information about one another in response to inquiries made by governmental agencies when certification of such information is required or when information is required to be provided pursuant to process of law. The provision of accurate information by either Ayers or the Board in these circumstances shall not be a violation of this Agreement and Release.

III. Resignation and Payment

- A. Ayers voluntarily resigns her employment with the Board effective December 5, 2023. The Board accepts Ayers' voluntary resignation, effective that date. Ayers shall receive her regular salary and benefits through December 5, 2023 in accordance with the Board's normal processes. Ayers shall work remotely until her resignation date, except as otherwise directed by the Chair of the Board of Trustees. Ayers shall prepare a transition memorandum and provide the memorandum to the Chair of the Board of Trustees prior to December 5, 2023.
- B. For and in consideration of the execution of and compliance with all terms of this Agreement and Release by Ayers without revocation (as provided in Section VI, below), the Board shall pay Ayers the sum gross total of \$84,000 (Eighty-four thousand dollars and zero cents) less applicable taxes and withholdings, constituting payment for six months' salary, six months' vehicle reimbursement, and 160 hours of Ayers' accrued but unused vacation.

Payment shall be made to Ayers in one lump sum payment, occurring within twenty-one (21) days following Ayers' December 5, 2023 resignation date.

- C. Ayers understands and agrees that the amounts paid to her constitute good, valuable, and sufficient consideration received by her for all promises made herein and are in full and complete settlement of any and all disputed claims she may have, including any possible claims for violations of any and all federal, state, and/or local laws, constitutional and/or common law, alleged damages, interest, punitive damages, penalties of statutory or any other nature, costs, and attorneys' fees. It is further expressly understood and agreed that Ayers shall be responsible for her personal tax liability, interest and/or penalties that may be associated with the payment(s) and that Ayers shall fully indemnify and hold harmless the Board and its attorneys and representatives from same.
- D. Ayers agrees that this payment is in lieu of any other payments or amounts she may claim are owed to her under any other contract, Board resolution, policy, or handbook provision.

IV. Complete Release

For valuable consideration, as set forth in the foregoing provisions and this Agreement and Release as a whole:

- A. Susan Cohen Ayers, on behalf of herself and her heirs, representatives, successors, and assigns (hereinafter collectively referred to as "Ayers"), does hereby completely release and forever discharge Union Township, located in Clermont County, and its Board of Trustees and the Board's current and former members, other elected officials, current and former employees, insurers, heirs, successors, agents, representatives, attorneys, and assigns (hereinafter collectively referred to as "the Board"), whether herein named or referred to or not, and whether collectively or individually, of and from any and all manner of: actions, causes of action, rights, suits, covenants, agreements, judgments, claims, and demands whatsoever in law and/or equity, including, but not limited to, any and all claims arising under federal and/or state statutory, constitutional, and/or common law, for attorneys' fees, costs, or claims, and/or for contribution or indemnification, including claims under Title VII of the Civil Rights Act of 1964, Ohio Revised Code Chapter 4112, the Age Discrimination in Employment Act, the Americans With Disabilities Act, and the Genetic Information Nondiscrimination Act, all as amended, and any state and local counterparts of the above-stated legislation, even if not specifically referenced herein, of which Ayers knows, has reason to know, or does not know, which Ayers now has or ever had or may claim to have had, up to and including the date of her execution of this Agreement and Release, including, without limitation, any claim or cause of action which has or could have been asserted to date
- B. This Agreement and Release shall not affect Ayers' claims arising out of any social security, workers' compensation or unemployment laws.
- C. Ayers shall not apply for employment with the Board in the future and waives any claim to future employment by the Board.
- D. Nothing in this Agreement and Release is intended to prohibit or restrict Ayers from filing a charge or complaint with an administrative agency, or from participating in an investigation, hearing, or proceeding conducted by the administrative agency. However, Ayers waives and releases any right to personally recover personal, equitable, or monetary relief through any such charge, investigation, hearing, or proceeding. Ayers also waives any right or ability to participate in any putative or certified class, collective, or multi-party action or proceeding based on a claim in which the Board, or any other released party identified in this Agreement and Release, is a party.
- E. This Complete Release is intended to comply with the Older Workers Benefit Protection Act. Ayers acknowledges and agrees that she is specifically waiving all rights and claims under the Age Discrimination in Employment Act.
- F. It being the Parties' intention to fully and finally resolve any and all claims and matters between them, Ayers specifically warrants that, as of the date of her

execution of this Agreement and Release, she is unaware of any claim of any nature or description that she has or may claim to have against the Board that is not hereby released.

V. Consult with Counsel

- A. Pursuant to the requirements of the Older Workers Benefit Protection Act, Ayers is advised to seek the advice of an attorney before deciding whether to execute this Agreement and Release. Ayers understands that she has twenty-one (21) days from the date of distribution of this Agreement and Release to her to consider this document.

VI. Right to Revoke

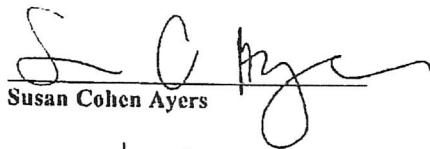
- A. Ayers understands that, pursuant to the requirements of the Older Workers Benefit Protection Act, she has the right to revoke this Agreement and Release for a period of seven (7) days following her execution of it. Such revocation must be in writing, signed by Ayers, and received by the Law Director for the Board prior to the expiration of the seven (7) day revocation period. Should Ayers revoke this Agreement and Release, the Board's obligations to Ayers set forth in this Agreement and Release are null and void.

VII. Interpretation, Effective Date, and Voluntariness

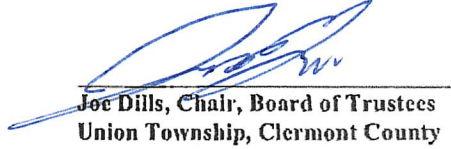
- A. Whenever possible, each provision of this Agreement and Release shall be interpreted in such a manner as to be valid and effective under Ohio law. If any provision is judicially deemed unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way affect the validity and enforceability of, the remaining provisions, and the rights and obligations of the Parties shall thereafter be enforced to the fullest extent possible.
- B. The Parties acknowledge and agree that no promise, inducement, or agreement not herein expressed has been made to them in relation to this matter, that this written Agreement and Release is and contains the Parties' entire understanding relating to Ayers' separation of employment from the Board and supersedes all prior agreements and contracts between them, and that the terms of this Agreement and Release are contractual and not a mere recital.
- C. By her signature set forth below, Ayers acknowledges and agrees that she has: carefully read the Agreement and Release; had the opportunity to discuss it with legal counsel of her choosing; understands its terms and binding effect; and has entered into it voluntarily and of her own free will.
- D. Ayers acknowledges this Agreement and Release is subject to approval through public action of the Board.

E. The spirit and intent of this Agreement and Release is to terminate with finality any and all disputes existing between the Parties. This Agreement and Release shall be interpreted in accordance with such spirit and intent.

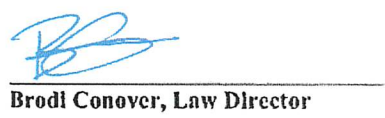
Wherefore, the parties have voluntarily and with full authorization set their hands below, indicating their acceptance of the foregoing terms as a full and final resolution of the matters set forth therein:


Susan Cohen Ayers

Date: 11/16/2023


Joe Dills, Chair, Board of Trustees
Union Township, Clermont County

Date: 17 NOV 23


Brodi Conover, Law Director

Date: 11/16/2023