

## REVISED SEVERANCE AGREEMENT

This Severance Agreement ("Severance Agreement" or "Agreement") is made the date of execution, between Ray Novotny (hereinafter the Employee), and the Board of Park Commissioners of the Mill Creek Metropolitan Park District (hereinafter the Employer), jointly referred to as "the Parties," in consideration of the mutual covenants and agreements set forth below. The force and effect of this Agreement shall not expire.

WHEREAS, the Employee is currently employed in the classification/position of **Outdoor Education Manager**;

WHEREAS, the Parties acknowledge the classification/position of **Outdoor Education Manager** is no longer needed and is being eliminated; and,

WHEREAS, the Employer offers Employee a Severance Agreement package for his years of service with the Employer.

Now, therefore, the Parties to this Severance Agreement agree as follows:

1. Resignation. The Employee named above will resign from his position effective upon the date of execution of the severance agreement. Thereafter, the employee shall be maintained on the severance package that is provided herein, receiving six (6) months compensation, subject to all PERS deductions until such time as the severance is completed.
2. Separation Pay. Following the execution of the severance agreement, the Employee will receive payment for any unused but accrued vacation and compensatory time to the Employee's credit and any other separation pay due under the Employer's current policies. All payments will be made the next pay period following separation and will be subject to the Employer's ordinary payroll practices and deductions.
3. Additional Consideration. Contingent upon the Employee's compliance with this Agreement, following the date of execution the Employer shall continue to pay the Employee his current rate of pay for a period of six (6) months. Payment shall continue to be subject to ordinary payroll practices and deductions. Following the separation date set forth above, the Employer agrees to pay the cost of health insurance pursuant to COBRA through the last pay period the severance payment is made, and during such time, the Employee shall continue to pay the monthly/biweekly employee health insurance contributions as if he were employed.
4. Effect on Unemployment. Any payments to the Employee shall be allocated against any and all weeks if the employee should make a claim for unemployment benefits.
5. Mutual Waiver/Release. The Employee releases the Employer, its assigns, its agents, its advisors, and employees, past and present, collectively or individually, from any and all claims, demands, causes of action, losses and expenses of every nature whatsoever, known or unknown, arising up to and including the date on which the Employee executes this Agreement, including but not limited to any claims arising out of or in connection with his employment with the Employer. Additionally, such claims include, but are not limited to, breach of express or

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implied contract, intentional or negligent infliction of emotional harm, libel, slander, claims under the Family Medical Leave Act (FMLA) as amended, the American with Disabilities Act (ADA), as amended, Title VII of the Civil Rights Act and as amended by the Civil Rights Act of 1991, the Older Workers' Benefit Protection Act (OWBPA), Executive Order 11246 (race, color, religion, sex, and national origin discrimination), Executive Order 11141 (age discrimination), claims under R.C. 4112, claims under O.R.C. 124, and any other federal, state, or local employment laws, statutes, public policies, orders, or regulations. This release shall not apply to breach of this Agreement.

**SPECIFIC ADEA NOTICE:** Pursuant to the Age Discrimination in Employment Act, 29 U.S.C. §621 et. seq., you have certain specific rights. A waiver of those rights cannot apply to age discrimination claims arising in the future. Your signature below signifies your acknowledgement of the accuracy of the following statements:

The Employee recognizes that, in signing this Agreement and Release of Claims, the Employee is waiving his right to pursue any and all claims under the Age Discrimination in Employment Act, 29 U.S.C. 621 et seq. (ADEA) arising prior to the date the Employee signs the release.

The Employee specifically acknowledges that he has read and fully understands this Agreement and Release and that he is entering into it voluntarily. The Employee acknowledges that he has been advised of and had the opportunity to consult with an attorney prior to signing this Agreement and Release. The Employee further acknowledges that he has been given a period of forty-five (45) days within which to consider this Agreement, and if he signs the Agreement within such forty-five (45) day period, his signature constitutes his voluntary and knowing waiver of such forty-five (45) day period. The Employee understands that he may revoke this Agreement within seven (7) days from the date on which he signs it by giving written notice by certified mail or hand delivery of such revocation to Aaron Young, Executive Director of the Mill Creek Metro Parks District. After seven (7) days have passed following the Employee's execution of this Agreement and Release, such execution shall be final and irrevocable.

In consideration of the promises and covenants entered herein, the Employer, its officers, agents, executors, administrators, and assigns, hereby unconditionally releases, settles and discharges any and all claims, demands, and causes of action, of every kind, nature, or description whatsoever, whether known or unknown, including but not limited to any arising under contracts, expressed or implied, or any tort, or any federal, state, or other governmental statute, regulation or ordinance, including without limitation which it now has against the Employee, arising prior to the date of this Agreement.

6. **OWBPA Disclosure for Group Termination.** The following information is provided in accordance with the ADEA in connection with the employment termination program resulting from the organizational restructuring of the Mill Creek Metropark District. Under the restructuring, the class, unit, or group of employees affected by the restructuring included all employees in the decisional units of Operations, Horticulture, and Recreation. The eligibility factors and selection criteria for those employees subject to the restructuring and offered severance were position elimination, projected service needs of the unit going forward, and suitability for jobs remaining after the reduction in force. The following is a list of job

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classifications and organization units impacted by the reduction along with statistical information concerning the reduction:

**Job Classification Eliminated and Organizational Unit (Job Title/Age of Incumbent)<sup>1</sup>**

**Operations**

FT- Operations Director, age 58\*;  
 FT- Construction Crew Supervisor, age 57\*;  
 FT- Shop Supervisor, age 64\*;  
 FT- Forestry Supervisor (Arborist), age 39\*\*;  
 PT- Custodian/Vehicle Washer, age 63.

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Note: FT Crew Leader Vacancies were offered to all personnel denoted with an \*.  
 Note: Skilled Maintenance Vacancy was offered to the employee denoted with an \*\*.

**Recreation**

FT- Outdoor Education Manager, age 59.

**Horticulture**

FT- Horticulture Director, age 57;  
 PT- Development Assistant, age 49;  
 PT- Plant Curator, age 55;  
 PT- Gardener, age 57;  
 PT- Housekeeper, age 51;  
 PT- Ranger, age 69;  
 PT- Ranger, age 71.

**Job Classification Retained and Organizational Unit (Job Title/Age of Incumbent)**

There are no retained incumbents occupying any of the above listed job classifications within the applicable organizational unit. Those incumbents and job classifications remaining within the organizational unit are as follows:

**Operations**

Department	Title	Status	Age
Operations	Farm Assistant	PT	49
Operations	Farm Facilities Manager	FT	56
Operations	General Maintenance	PT	64
Operations	General Maintenance	PT	57
Operations	General Maintenance	PT	51

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<sup>1</sup> Pursuant to 29 U.S.C. Section 626(f)(1)(H)(ii) the following lists "the job titles and ages of all individuals eligible or selected for the program" and classification(s) or organizational unit(s) in which individuals were "not eligible or selected for the program."

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Operations	General Maintenance	PT	51
Operations	General Maintenance	PT	24
Operations	Maintenance Manager	FT	59
Operations	Skilled Maintenance	FT	57
Operations	Skilled Maintenance	FT	50
Operations	Skilled Maintenance	FT	48
Operations	Skilled Maintenance	FT	37
Operations	Skilled Maintenance	FT	31
Operations	Trash Supervisor	FT	50
Operations	Traveling Janitor	FT	60
Operations	Traveling Janitor	PT	59
Operations	Unskilled Maintenance	FT	50
Operations	Unskilled Maintenance	FT	38

**Recreation**

Department	Classification Title	Status	Age
Recreation	Administrative Assistant	FT	53
Recreation	Agriculture Education Manager	FT	52
Recreation	Agriculture Educator	PT	53
Recreation	Agriculture Educator	PT	24
Recreation	Agriculture Educator	PT	23
Recreation	Caretaker	PT	72
Recreation	Caretaker	PT	60
Recreation	Caretaker	PT	51
Recreation	Custodian	PT	67
Recreation	Custodian	PT	62
Recreation	Custodian	PT	61
Recreation	Custodian	PT	59
Recreation	Desk Attendant	PT	52
Recreation	Desk Attendant	PT	29
Recreation	Farm Assistant	PT	68
Recreation	Farm Assistant	PT	65
Recreation	Farm Assistant	PT	56
Recreation	Farm Assistant	PT	54
Recreation	Mill Manager	PT	58
Recreation	Mill Supervisor	PT	72
Recreation	Naturalist	PT	60
Recreation	Naturalist	PT	34
Recreation	Naturalist	PT	28
Recreation	Program & Events Coordinator	PT	27

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Recreation	Recreation & Education Director	FT	58
Recreation	YCP Assistant Manager	PT	43

**Horticulture**

Department	Title	Status	Age
Horticulture	Custodian	PT	42
Horticulture	Gardens Director	FT	36
Horticulture	Gardens Supervisor	FT	66
Horticulture	Graphic & Development Spec.	FT	59
Horticulture	Horticulture Education Manager	FT	37
Horticulture	Horticulture Educator	PT	62
Horticulture	Laborer	FT	55
Horticulture	Landscape Supervisor	FT	48
Horticulture	Maintenance Custodian	FT	47
Horticulture	Receptionist	PT	76
Horticulture	Receptionist	PT	69
Horticulture	Receptionist	PT	29
Horticulture	Receptionist	PT	22
Horticulture	Shop Assistant	PT	77
Horticulture	Shop Assistant	PT	78
Horticulture	Shop Manager	PT	69
Horticulture	Visitor Service Manager	FT	59

7. Return of Property. Employee agrees to return all Employer property remaining in Employee's possession or control, including without limitation any and all equipment, uniforms, I.D. Cards, electronic devices, documents, credit cards, hardware, software, keys, access cards and all other property of the Employer on or before the Separation Date.

8. Honorary Title. At the Board meeting next following the execution of this agreement, the Employee will be conferred the honorary title of "Naturalist Emeritus", and the attached resolution will be passed. Upon the passage of that vote, the Employee, through counsel, will send a letter to Aaron Young and the Board expressing his appreciation to them for coming to an amicable resolution on this issue. Employee will make no public comments at the above described meeting.

9. Non-Disparagement/Nondisclosure. Without limiting the Employer's responsibility to respond to a public records request, the Employer will not negatively speak about the Employee. Employee understands and further agrees not to do or say anything to disparage the Employer, its officers, agents, executors, administrators, assigns, employees, and advisors or harm the reputation enjoyed by the Employer, its officers, agents, executors, administrators, assigns, employees, and advisors. Employee will also only discuss the contents of this Agreement with his spouse, accountant, and/or legal counsel.

