

RELEASE OF ALL CLAIMS AND DEMANDS

This Release and Settlement Agreement entered into this 22 day of July, 2022 by and between James Adams (“Claimant” or “Plaintiff”) and Geauga County Board of Mental Health (hereinafter “Releasee”) is to evidence the following understanding and agreements.

WITNESSETH:

WHEREAS, “Claimant” presented a claim by way of a demand letter on behalf of James Adams regarding his employment with the Geauga County Board of Mental Health, alleging that the conduct of “Releasee” constituted possible age discrimination, First Amendment Retaliation and/or other possible retaliation against “Claimant”; and

WHEREAS, “Releasee”, has denied “Claimant's” allegations by asserting both procedural and substantive affirmative defenses in reply to the aforesaid allegations; and

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

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

1. In Consideration of the claims released herein, “Releasee” shall pay the sum of \$212,523.86 Two Hundred Twelve Thousand Five Hundred Twenty Three and 86/100 Dollars (\$212,523.86) to “Claimant” in the form of a drafts or checks allocated and made payable as follows:

- (a) A check made payable to “James Adams,” for the sum of \$77,854.04, less applicable withholdings and deductions, as compensation for alleged lost future wages in consideration for “Claimant’s” agreement herein. Claimant will be issued an IRS Form W-2 for this payment;

- (b) A check made payable to "James Adams," for the sum of \$41,815.79 as payout of accrued and compensable sick and vacation time;
- (c) A check made payable to "James Adams," in the lump sum of \$77,854.03 for alleged emotional harm in connection with the claims released herein. Adams will be issued an IRS Form 1099 for this amount, which will designate the payment as "Other Income" (Box No. 3); and
- (d) A check made payable to "McCarthy, Lebit, Crystal & Liffman Co.," in the lump sum of \$15,000.00, representing attorneys' fees and expenses. "Claimant" and McCarthy, Lebit, Crystal & Liffman Co. will be issued a Form 1099-Misc for this amount.

There will not be any contribution to any state retirement fund with respect to any the amounts described herein. The receipt and sufficiency of such consideration being hereby acknowledged, the undersigned hereby releases and forever discharges the "Releasee," its Board, Board members past and present, their heirs, executors, administrators, representatives, successors, assignees or beneficiaries, and any and all persons, firms, associations, officers, subsidiaries, agents, employees, successors and assigns, including, but not limited to, 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 "Releasee," including but not limited to any claim arising from or related to his employment or the termination of his employment with the Geauga County Board of Mental Health, as well as any and all actions which are, or could have been, the subject matter of any Complaint filed by "Claimant," against the "Releasee" arising from or related to his employment

with "Releasee" or the termination of that employment. Payments set forth in this Agreement will be made within Thirty (30) days of execution of this Agreement.

2. Any and all attorney fees and/or costs incurred by "Plaintiff" or on behalf of himself, will be paid solely by "Claimant" out of these settlement proceeds.

3. It is further understood and agreed that by offering the aforesaid consideration, the "Releasee" does not admit any violation of law, liability, or invasion of any rights and that any such violation or liability is expressly denied by the "Releasee."

4. "Claimant" shall also be permitted to file in his personnel file a response to the written reprimand related to the writing and publishing of his book, in the form attached hereto as **Exhibit 1**, and the Board will not submit any further reply thereto.

5. "Releasee" acknowledges it is not aware of any claim that it has against "Claimant" as of the date of this release.

6. "Releasee" and "Claimant" acknowledge and agree that "Claimant" shall remain on paid administrative leave until this agreement is approved or disapproved by "Releasee," with any wages paid to "Claimant" during the interim period of June 29, 2022 and the execution of this Agreement to be deducted from Paragraph 1(a) of the severance payment described above. Within thirty (30) days of the execution of this agreement, "Claimant" will be permitted accompanied access to the Board offices, his files, and his Board computer to (i) review necessary and appropriate information to submit documentation for the reimbursement of expenses, which expenses shall be reimbursed under the Board's policies and practices for expense reimbursement, and (ii) retrieve personal belongings.

7. “Claimant” and “Releasee” agree to publish a joint press release regarding the retirement of “Claimant” substantially in the form attached hereto as **Exhibit 2**.

8. 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 “Releasee.”

9. The undersigned also understands and agrees 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 “Releasee” other than as appear in this instrument.

10. “Claimant” and “Releasee” represent and warrant that each has full and unrestricted power, right, and authority to enter into this Agreement and perform their respective obligations hereunder.

11. “Claimant” and “Releasee” also agree the neither party (nor its constituent members) shall make, participate in, encourage or promote to be made, any statement that is disparaging of the business or character of the other. As a condition of “Claimant” being bound to this non-disparagement provision the “Releasee” represents that from January 1, 2022 to present it is not aware of any Board documents critical of the performance of “Claimant” or his fitness for service to the Board, and that it will not generate or distribute such documents after execution of this Agreement. The parties agree any request for comment on this Agreement or the underlying dispute will be responded to with the statement: “The matter has been resolved to both parties’ satisfaction. Please see the Board’s announcement regarding Mr. Adam’s retirement.”

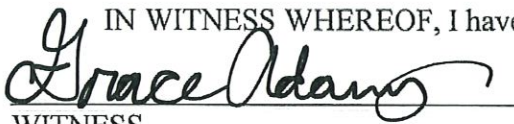
12. Without limiting the generality of the foregoing release, "Plaintiff" understands and acknowledges that by signing this Release and Settlement Agreement, he specifically waives any rights or claims he may have for discrimination under any and all state and federal laws, including but not limited 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, "Plaintiff" acknowledges that he has been advised, in writing, through this Release and Settlement Agreement that he may consult with any attorney, and he did so, prior to executing this Release and Settlement Agreement, and that he was given a period of 21 days within which to consider signing this Release and Settlement Agreement. "Plaintiff" also understands that for a period of seven (7) days following the execution of this Release and Settlement Agreement, he 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.


13. The undersigned also declares and acknowledges that he has been represented by counsel concerning this matter, that he has read this Release and Settlement Agreement, and that he fully understands 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 the "Releasee."


14. Further, also in consideration of the payment of the aforesaid sum, "Plaintiff" warrants, covenants, and attests that "Plaintiff" 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. "Plaintiff" 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, "Plaintiff" will reimburse said attorney, governmental unit or agencies and/or insurance company in full and that those liens or claims are the "Plaintiff" sole responsibility and are not in any way the responsibility of the parties herein released. "Plaintiff" further covenants, warrants, and agrees that "Plaintiff" 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 him, in defending any claims by any attorney, governmental units or agencies and/or insurance companies asserting such liens and/or subrogated rights.


IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of July, 2022.


WITNESS


JAMES ADAMS


WITNESS


WITNESS


GEAUGA COUNTY BOARD OF MENTAL
HEALTH AND RECOVERY SERVICES,
BY: Steven Oluic, Ph.D., Chairman

WITNESS

To Whom It May Concern,

In February of 2022, a letter of reprimand was added to my personnel file based on a resolution passed by the Geauga County Board of Mental Health and Recovery Service in the fall of 2021. I would like to take this opportunity to address that letter and comments and actions taken by the Board. The letter from the Board stated that I had purposely disregarded the orders of the Board not to write a book on school shootings, and stated, "in direct contravention of this instruction...this represents insubordination and concealment toward the Board." I have never, in my entire career, knowingly disregarded the actions of this or any other Board.

A threshold issue is whether the Board had the authority to make any limitations on what the members of the Board staff could or could not do regarding their off-duty hours, including the writing of a book. My position, informed by inquiries Geauga County Prosecuting Attorney office attorneys, is that the Board categorically does **not** have the authority to make such demands and limitations of its paid staff. Therefore, the very basis of the complaint against me is unfounded.

When listening to the actual recording of that section of the Board meeting it becomes clear that only two or three members of the Board were discussing a specific section of the Board/Executive Director's draft employment contract. The Board actually voted to **remove** the entire section of the contract regarding the book in question, once again confirming the point that the issue of writing the book was moot at that time. The Board took no action in the contract, or by resolution, that would instruct me that I was not allowed to write the manuscript. Just because a statement is made in the course of a Board meeting or committee meeting by one or more Board members, that does not constitute a majority of Board opinion nor a call to specific action or inaction by myself or the Board staff. I pride myself and the staff on paying close attention to the comments of the Board and trying to meet the agreed upon dictates of the Board in a timely manner.

In lieu of the Board's inability and/or unwillingness to permanently remove the Letter of Reprimand from my personnel file, I provide this letter in response and for inclusion in my personnel file as attestation to the inaccuracies of this Board action.

Sincerely,
James C. Adams, Board CEO



Mental Health Board announces the retirement of CEO Jim Adams,

For Immediate Release

The Geauga County Board of Mental Health and Recovery Services today announced the retirement of its CEO, Jim Adams, after his service as the director for the last 34 years. Leila Vidmar will serve as the interim director until a search can be completed for Adams' replacement.

Adams came to the Board in 1987, from the Four County Mental Health Board in northeast Ohio, where he served as director of adult services. During his tenure as the Board's CEO, services to individuals with mental health disabilities and substance abuse disorders increased exponentially. Geauga County was one of only 6 Boards in the state without local funding for these programs and Adams was instrumental in getting the first ever mental health levy passed in 1989. Focusing on developing housing and services over the years, Jim wrote and was awarded several million dollars in competitive grants over his tenure leading to the development of crisis housing, drug and alcohol housing options, and 24-hour housing options for severely and persistently mentally ill adults. Jim was also recognized nationally for his work in responding to the Chardon High School Shooting in 2012, and his development of a response model to trauma that could be used in any school district.

Soon after he started as the Director, Adams was chosen as one of two Ohioans to sit on the national mental health outcomes development committee, through Harvard University, while at the same time developing the mental health system of care in Geauga County. In 1987 the Board's total budget was just over \$800,000 and 4 agencies were funded by the Board, providing counseling, case management, day treatment, and residential services to less than 500 individuals. Today, 9 agencies serve over 12,000 Geauga County residents with over 100 different service, including education and prevention services, provided by approximately 250 professionals, with a budget of over \$7 million dollars.

His recognitions and awards have included:

- Awarded "Public Citizen of the Year" by National Association of Social Workers, Ohio Chapter Region 4
- Nationally Certified Instructor in Youth Mental Health First Aid
- Awarded "Mental Health Hero's Award" by National Alliance on Mental Illness, Geauga
- Nationally Certified as "Certified Behavioral Healthcare Executive" by the Association of Behavioral Healthcare Management.
- Voted State President to Ohio Association of County Behavioral Health Directors, 2012-2013.
- State President to the Ohio Association of Alcohol, Drug Addiction, and Mental Health Services Boards 2000-2003
- Nationally Recognized as a "Thought Leader" by the National Council for his research work in developing a mass school shootings prevention and recovery model

Press Release Contact Information:

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13244 Ravenna Road
Chardon, Ohio 44024**



(440) 285-2282

Chairman of the Board, Steven Oluic