

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made as of this 17th day of July, 2025, by and between the Willoughby-Eastlake City School District Board of Education (“School Board”) and Brian M. Ames (“Mr. Ames”) (collectively, the “Parties”).

WHEREAS, Mr. Ames is a citizen of Ohio who filed a complaint in the Court of Common Pleas for Lake County, captioned *State of Ohio ex rel. Brian M. Ames v. Willoughby-Eastlake City School District Board of Education* (Case No. 25-CV-000790), against the School Board seeking a declaratory judgment and injunction alleging that, among other things, the School Board failed to comply with Section 121.22 of the Ohio Revised Code in regard to certain public meeting procedures (the “Litigation”);

WHEREAS, the School Board denies Mr. Ames’ claims in the Litigation and further denies all allegations of wrongdoing asserted by Mr. Ames;

WHEREAS, Mr. Ames and the School Board for sound reasons and to avoid further costs, desire to resolve fully and finally Mr. Ames’ claims and any and all differences and claims that might otherwise arise out of the facts and circumstances alleged in the Litigation and/or any other alleged R.C. 121.22 or Ohio Open Meetings Act or Public Records Act violations that may have occurred prior to the Parties’ execution of this Agreement, without making an admission of liability on the part of any Party, which liability is expressly denied; and

WHEREAS, the School Board is a body politic and corporate, capable of suing and being sued, contracting and being contracted with pursuant to Ohio Revised Code § 3313.17.

NOW, THEREFORE, in and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. **Payment.** In consideration for the promises Mr. Ames has made in this Agreement, the School Board agrees to cause payment to be made to Mr. Ames in the amount of Three Hundred Dollars (\$300.00) to be attributed to court costs and Seven Hundred Fifty Dollars (\$750.00) to be attributed to any potential statutory component, all together totaling the full settlement amount of One Thousand Fifty Dollars (\$1,050.00) (the “Settlement Payment”). The Settlement Payment shall be issued in full and final satisfaction of the Litigation and any and all claims asserted by Mr. Ames, including but not limited to any other allegations, claims and defenses whether known or unknown that could have been asserted by Mr. Ames arising out of the facts and circumstances alleged in the Litigation and/or any other alleged R.C. 121.22 or Ohio Open Meetings Act or Public Records Act violations that may have occurred prior to the Parties’ execution of this Agreement. The Settlement Payment shall be made payable to “Brian M. Ames” and mailed to 2632 Ranfield Road, Mogadore, Ohio 44260, within thirty (30) days of the School Board approving the fully executed Agreement. No interest shall accrue as to any aspect of this Settlement Payment, except in the event of material default.

2. **Taxes.** School Board or its insurer may issue a Form 1099 for the Settlement Payment made hereunder in accordance with applicable Internal Revenue Code and Internal Revenue Service requirements. Mr. Ames acknowledges and agrees to assume full responsibility for the payment of any federal, state and/or local taxes, including any penalties or interest that may be owed by Mr. Ames by virtue of his receipt of the payment provided for herein and Mr. Ames agrees to hold harmless, indemnify, and save the School Board and its insurer from payments of any applicable federal, state, or local taxes, penalties or interest for which the School Board might become liable by virtue of Mr. Ames' or his attorney's failure to pay same. Mr. Ames further agrees and acknowledges that the School Board, the attorneys for the School Board, and the School Board's insurer have not made any representations concerning the ultimate tax treatment of the funds paid hereunder, and Mr. Ames will rely upon the advice of his own attorneys and tax professionals with respect thereto. The School Board and/or its insurer also reserve the right to file any forms and statements as may be required by law with the Internal Revenue Service and any other state or local taxing agency or other governmental agency.
3. **Court Costs and Attorneys' Fees.** Except for the Settlement Payment detailed in Paragraph 1 above, the Parties are responsible for and will bear their respective costs and expenses as well as attorneys' fees in connection with the Litigation.
4. **Changes to Board Policies.** Unless and until the current status of R.C. 121.22 changes with respect to public meeting notification procedures, the Board agrees to amend Board Policy 0167.2 consistent with the example that is contained in ***Exhibit A*** (attached).
5. **Additional Acknowledgments by the School Board.** In furtherance of the Parties' resolution of the Litigation, and without any admission of any fault or liability, the Board acknowledges and reasserts its continuing commitment to comply with the statutory requirements of Ohio's Sunshine Laws (i.e., Ohio's Public Records Act and Ohio's Open Meetings Act). Specifically:
 - a. The Board acknowledges and agrees to keep full and accurate minutes of its meetings;
 - b. The Board acknowledges and agrees to hold an executive session only after a majority of a quorum of the Board determines, by a roll call vote, to hold an executive session and only for the purpose of considering a matter permitted under R.C. 121.22(G); and
 - c. The Board agrees to (i) publish information regarding items on the consent agendas prior to the Board meetings, (ii) give the Board members an opportunity to discuss any consent agenda item individually prior to a roll call vote, and (iii) if a Board member requests that an item be removed from the consent agenda for any reason, it will be removed and placed as a later

discussion item on the meeting agenda. Further, the Treasurer will include the full text of the resolutions, reports, or recommendations that were adopted as part of the consent agenda in the meeting minutes.

6. **Dismissal of Litigation.** Within three (3) business days of Mr. Ames or his attorney's receipt of the Settlement Payment, Mr. Ames shall file a *Voluntary Dismissal with Prejudice* with the court pertaining to the Litigation. At that point, the Litigation shall be deemed settled, the School Board's obligations as set forth herein shall be considered fulfilled in their entirety, and Mr. Ames shall discontinue all claims and public records requests regarding, relating to, or arising out of the facts and circumstances alleged in the Litigation and/or any other alleged R.C. 121.22 or Ohio Open Meetings Act or Public Records Act violations that may have occurred prior to the Parties' execution of this Agreement.
7. **Release of Claims.** By this Agreement, Mr. Ames for himself and for his heirs, personal representatives, assigns, successors, attorneys, and agents, hereby forever releases, holds harmless, discharges and acquits the School Board and its respective predecessors, successors, administrators, assigns, insurers, reinsurers, agents, employees, officers, directors, board members, and attorneys from any and all claims and demands, past, present or future, known or unknown, and all manner of action and actions, causes of action, suits, administrative proceedings, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, torts, trespasses, damages, judgments, executions, warranties, claims and demands whatsoever, in law or in equity, that Mr. Ames ever had or now has or in the future may have by reason of any and all claims that were actually asserted, or that might have been asserted or could have been asserted, by him in connection with the facts and circumstances alleged in the Litigation and/or any other alleged R.C. 121.22 or Ohio Open Meetings Act or Public Records Act violations that may have occurred prior to the Parties' execution of this Agreement, including, but not limited to, all claims for public records requests, payments (statutory or otherwise), interest, lost profits, consequential damages, attorneys' fees and punitive damages.

It is the intention of the Parties that this Agreement shall be a full, complete and final release settling all disputes arising from or relating to the facts and circumstances alleged in the Litigation and/or any other alleged R.C. 121.22 or Ohio Open Meetings Act violations or Public Records Act violations that may have occurred prior to the Parties' execution of this Agreement and severing all relationships, rights, liabilities, obligations and duties of the School Board with respect to Mr. Ames regarding all claims, demands, actions, obligations, damages, costs, liens, causes of action and/or liabilities of any kind or nature whatsoever whether known or unknown, direct or indirect, foreseen or unforeseen, which have been raised or could have been raised in connection with all claims and allegations arising from or relating to the facts and circumstances alleged in the Litigation and/or any other alleged R.C. 121.22 or Ohio Open Meetings Act or Public Records

Act violations that may have occurred prior to the Parties' execution of this Agreement, except as expressly excluded or reserved herein.

The Parties acknowledge that they might hereafter discover facts different from or in addition to those they now know or believe to be true with respect to the released claims, and they expressly agree to assume the risk of possible discovery of additional or different facts, and further agree that the Agreement shall be and remain effective in all respects regardless of such additional or different discovered facts.

8. **No Admission of Wrongdoing.** It is agreed and understood by the Parties that the execution of this Agreement by any Party does not constitute an admission of any fault or liability whatsoever by any of the Parties hereto with respect to any of the claims that were made or could have been made in connection with the Litigation.

Except for the limited purpose of enforcing the Parties' contractual rights and obligations under this Agreement, this Agreement, and any negotiations or proceedings relating to it, shall not be described as, construed as, used, offered or received against any Party as an admission, or as evidence of an admission: (a) of the merits or lack thereof of the claims or defenses asserted by either Party; (b) of any liability, negligence, fault, breach of duty, wrongful act, misrepresentation or omission, violation of any law or statute of any jurisdiction, or wrongdoing of or by either Party; or (c) that either Party or any other person or entity has in fact suffered any damage, or that either Party is liable to the other or to any person or entity for any reason. This Agreement merely constitutes a compromise and settlement of disputed claims.

Pursuant to Ohio Rule of Evidence 408 and any similar provisions under the laws of any state, neither this Agreement nor any related documents filed or created in connection with this Agreement will be admissible in evidence in any proceeding, except as necessary to approve, interpret or enforce this Agreement.

9. **Interpretation.** The Parties agree that they have fully negotiated the terms of this Agreement and that its terms, provisions, and conditions shall not be interpreted or construed against either Party.
10. **Governing Law; Jurisdiction.** This Agreement may only be enforced in the Lake County Court of Common Pleas in Ohio. In addition, this Agreement shall only be construed according to the laws of the State of Ohio.
11. **Effect of Agreement.** This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that is instituted, prosecuted or attempted in breach of this Agreement. In the event of any litigation, including any appeals, in connection with the breach, enforcement, or interpretation of this Agreement, including, without limitation, any action seeking declaratory relief, equitable relief, injunctive relief,

or any other action at law for damages, the prevailing party shall recover all reasonable attorney fees and costs incurred in connection therewith.

12. **Waiver.** The failure or delay of any Party in exercising their rights under this Agreement in any instance shall not constitute a waiver or estoppel as to such rights in that, or any other, instance. Any Party shall not be deemed to have waived any rights under this Agreement except by a writing signed by that Party.
13. **Validity.** If any provision or portion of a provision of this Agreement is declared null and void or unenforceable by a court or tribunal having jurisdiction, the validity of the remaining parts, terms, or provisions of the Agreement shall not be affected thereby and such illegal or invalid part, term, or provision shall be deemed not to be part of the Agreement.
14. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties and supersedes any prior oral or written agreements or understandings between them regarding its subject matter. The Parties acknowledge that they have not relied on any promises, or agreements of any kind made to the other in connection with their respective decisions to make this Agreement, except for those set forth in this Agreement.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS PROVISIONS. THEY FURTHER ACKNOWLEDGE THAT THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF THEIR CHOOSING AND DECLARE AND ACKNOWLEDGE THAT NO PROMISES OR AGREEMENTS NOT HEREBY EXPRESSED OR CONTAINED HEREIN HAVE BEEN MADE TO THEM, AND THAT THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THE PARTIES FURTHER UNDERSTAND THAT ONCE THEY SIGN BELOW, THIS DOCUMENT WILL BECOME A LEGALLY ENFORCEABLE AGREEMENT UNDER WHICH THEY WILL BE GIVING UP RIGHTS AND CLAIMS THEY MAY HAVE, ON THE TERMS STATED IN THIS AGREEMENT. THE PARTIES AFFIRM THAT THEY ARE SIGNING THIS AGREEMENT OF THEIR OWN FREE AND VOLUNTARY WILL.

This Agreement may be executed by electronic mail, facsimile or in counterparts, each of which shall constitute an original, but all of which taken together shall constitute only one Agreement.

IN WITNESS WHEREOF, the aforesaid Parties have caused this full and final Settlement Agreement and Release to be executed as of the day and year first above written.

**WILLOUGHBY-EASTLAKE CITY
SCHOOL DISTRICT BOARD OF
EDUCATION:**

**BY: DR. PATRICK WARD
ITS: SUPERINTENDENT**

DATE

**BY: NICK CIARNIELLO
ITS: TREASURER**

DATE

BRIAN M. AMES:



July 17, 2025

DATE

Book	Policy Manual
Section	0000 Bylaws
Title	EXECUTIVE SESSION
Code	po0166
Status	Active
Adopted	December 15, 2014
Last Revised	November 26, 2018

0166 - EXECUTIVE SESSION

The Board and its committees and subcommittees reserve the right to enter into in executive session solely to discuss one (1) or more of the following issues that are exempted from public sessions:

- A. consideration of the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee, or official
- B. investigation of charges or complaints against a public employee, official, licensee or student unless such employee, official, licensee or student requests a public meeting; except that consideration of the discipline of a Board member for conduct related to the performance of his/her duties or his/her removal from office shall not be held in executive session
- C. consideration of the purchase of property for public purposes, or sale or other disposition of unneeded, obsolete, unfit-for-use property at competitive bidding, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the general public interest
- D. ~~discussion with the Board's legal counsel, of disputes involving the Board that are the subject of pending or imminent court action~~ conferences with an attorney for the Board concerning disputes involving the Board that are the subject of pending or imminent court action
- E. preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of employment
- F. matters required to be confidential by Federal law or regulations or State statutes
- G. specialized details of security arrangements and emergency response protocols where disclosure might reveal information that could jeopardize the District's security
- H. consideration of confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:
 - 1. the information is directly related to a request for economic development assistance that is to be provided or administered under one (1) of the statutes referenced in R.C. 121.22(G)(8)(1) any of the provisions of Chapter 715, 725, 1724 or 1728, or Sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project, and
 - 2. a unanimous quorum of the Board or its subcommittee determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project

No official action may be taken in executive session. R.C. 121.22

Collective bargaining meetings between employers and employee organizations are private and not subject to R.C. 121.22. Audit conferences conducted by the Auditor of State or independent certified public accountants with District officials concerning the District's audit are exempt from R.C. 121.22.

An executive session will be held only at a regular or special meeting. After the meeting is convened, any member may make a motion for an executive session, and must state the purpose or purposes of the session by citing one (1) or more of the reasons set forth above. If the session is to discuss a personnel matter listed in paragraph A above, the particular subject for which the session has been called must be identified in the motion. The motion does not need to name the person. Upon receiving a second to the motion and a majority roll-call vote of those present and voting, the chairperson shall declare the Board in executive session.

In keeping with the confidential nature of executive sessions, no member of the Board, committee or subcommittee shall disclose the content of discussions that take place during such sessions.

All members of the Board, committee or subcommittee are entitled to attend executive sessions. The Board, committee or subcommittee may invite any other person to attend an executive session.

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