



SPECIAL MEETING

BOARD OF WRIGHT COUNTY COMMISSIONERS

DATE: JULY 10, 2024

TIME: 8:00 A.M.

MEETING LOCATION: GC CONFERENCE ROOM 1105

Tina Diedrick	District 1
Darek Vetsch	District 2
Jeanne Holland	District 3
Nadine Schoen	District 4
Michael Kaczmarek	District 5

AGENDA ITEMS

- I. Review the County Administrator Position and take action as necessary for continuity of operations.

NOTE: The Board of Commissioners may go into closed session.

cc: County Board
Administration
Greg Kryzer

SEPARATION AGREEMENT

This Separation Agreement is entered into between the County of Wright (hereafter "Employer") and Lee R. Kelly (hereafter "EMPLOYEE").

RECITALS

1. EMPLOYEE was employed by the Employer.
2. EMPLOYEE has expressed an interest in resigning from employment with the Employer.
3. The parties wish to resolve all potential issues and disputes through this Agreement in the interest of avoiding any potential litigation and administrative proceeding costs and expenses which may arise out of EMPLOYEE's employment with the Employer and his separation from employment with the Employer.

AGREEMENT

1. Resignation from Employment. EMPLOYEE hereby resigns from employment with the Employer effective **July 10, 2024**, except as otherwise provided in this Agreement, all benefits and privileges end as of that date.
2. Consideration. In full settlement of all claims and potential claims, as set forth in the Release and Waiver of All Claims provision of this Agreement, arising out of and related to EMPLOYEE's employment and separation from employment, the Employer shall pay and EMPLOYEE shall accept the following payments:
 - a. **Lump Sum Payment.** EMPLOYEE shall be paid a lump sum payment in the amount of \$92,500.00 which reflects the equivalent of six months of regular wages.
 - b. **Health Insurance Contribution.** EMPLOYEE shall be paid a lump sum payment in the amount of \$17,804.61 (\$1,978.29 Family Plan 5 Employer Contribution x 9 Months) which reflects the equivalent of nine months of employer health insurance premium contributions and shall be considered a contribution toward future health insurance premiums.
 - c. **Paid Time Off (PTO) and Extended Sick Leave Bank (ESLB).** EMPLOYEE shall be paid for 100% of his accrued PTO up to a maximum payout of 544 hours, as of July 10, 2024. The accrued PTO will be paid out to the EMPLOYEE's Post-Employment Retirement Health Care Savings Plan pursuant to Section 301.03 of the Wright County Personnel Policy Manual. EMPLOYEE shall also be paid thirty-five percent (35%) of the unused hours in his Extended Sick Leave Bank ("ESLB"), as of July 10, 2024. The unused ESLB hours will be paid out to the EMPLOYEE's

Post-Employment Retirement Health Care Savings Plan pursuant to Section 301.07
of the Wright County Personnel Policy Manual.

EMPLOYEE agrees the Employer does not owe him anything in addition to the payments outlined in paragraphs 2a.-2c above. These payments shall be made on the first regularly scheduled payroll date after the expiration of all rescission periods outlined in this Agreement. These payments shall be subject to state and federal withholding by both the Employer and EMPLOYEE. The payment is made without the Employer's opinions or advice on taxability under the Internal Revenue Code or any state law. EMPLOYEE is fully responsible to any federal, state or local taxing authority for taxes due or any interest or penalties which may arise from payment under this Agreement. EMPLOYEE agrees the Employer does not owe him anything in addition to this payment.

3. Health Insurance. The Employee is entitled to continuation of his insurance benefits pursuant to the Consolidated Omnibus Reconciliation Act ("COBRA"), 29 U.S.C. 1161, et seq. If the Employee elects to continue him coverage pursuant to COBRA, he is responsible for payment of him insurance premiums.
4. Release and Waiver of All Claims.
 - a. Definitions. All words used in this Release and Waiver of All Claims are intended to have their plain meaning in ordinary English. Specific terms used in this release have the following meanings:
 1. "Employer" as used in this Release and Waiver of All Claims, will at all times mean the County and the present and former Board members, elected officials, employees, agents, counsel, assigns, insurers, predecessors, or successors of any of them, in both their individual and official capacities.
 2. "EMPLOYEE" as used in this Release and Waiver of All Claims, means Lee R. Kelly, or anyone who has or obtains any legal rights or claims through, including without limitation, assigns, successors, representatives, executors, and heirs.
 3. "Employee's Claims" as used in this Release and Waiver of All Claims, means any rights EMPLOYEE has now or hereinafter to any relief of any kind from the Employer whether or not EMPLOYEE knows now about those rights, arising out of or related to his employment with the Employer and his separation from employment including, without limitation, the following:
 - (a) Claims for breach of contract, fraud or misrepresentation, deceit, assault and battery, defamation, all forms of unlawful discrimination and/or harassment, negligence, intentional or negligent infliction of emotional distress, mental anguish, humiliation, embarrassment, pain and suffering, reprisal, retaliation, unfair labor practices, breach

of the covenant of good faith and fair dealing, promissory estoppel, negligence or other breach of duty, wrongful termination of employment, retaliation, breach of public policy, vicarious liability, invasion of privacy, interference with contractual or business relationships, reprisal, retaliation; and

- (b) Claims for violation of the Constitution of the United States, the Constitution of the State of Minnesota, the Americans with Disabilities Act (“ADA”), the Rehabilitation Act of 1973, the ADA Amendments Act (“ADAA”), the Federal Fair Employment Practices Act, Title VII of the federal Civil Rights Act of 1964 as amended, the federal Age Discrimination in Employment Act (“ADEA”), the Equal Pay Act (“EPA”), the Lilly Ledbetter Fair Pay Act of 2009, the Fair Labor Standards Act (“FLSA”), the Family and Medical Leave Act (“FMLA”), Section 1983 claims, the Minnesota Human Rights Act, the Minnesota Veterans Preference Act, the Workers’ Compensation Wrongful Discharge statute, Minn. Stat. § 176.82, Minnesota Whistleblower statute, Minn. Stat. § 181.932, or other federal, state or local civil rights laws prohibiting discrimination, and any other claims for unlawful employment practices; and
- (c) Claims for alleged injuries or damages or compensation for bodily injury, personal injury, wage loss benefits, reinstatement, medical expenses, emotional distress, fines, penalties, exemplary and punitive damages, attorney’s fees, costs and expenses, interest, and claims of injunctive relief.

- b. EMPLOYEE’s Agreement to Release Claims Against the Employer. In exchange for the promises of the Employer contained in this Agreement and the payments of the Employer and other valuable consideration as set forth in paragraphs 2a.- 2c. of this Agreement, EMPLOYEE releases all of Employee’s Claims against the Employer that he now has, whether or not he knows about them. EMPLOYEE agrees that the Employer does not owe him anything in addition to the promises of the Employer contained in this Agreement. EMPLOYEE understands that the release of claims contained in this Agreement specifically includes any claims under the Minnesota Veterans Preference Act (“VPA”). By signing this Agreement, EMPLOYEE acknowledges he is aware of the rights conferred by the VPA and that he is knowingly and voluntarily waiving any statutory rights he may have under the VPA with respect to his separation from employment, including, but not limited, to any right to a hearing.

EMPLOYEE will not bring any lawsuits, commence any proceeding relating to any claim, file any charges or complaints or make any other demands against the Employer based upon Employee’s Claims except as permitted by law, and if the law permits EMPLOYEE to commence such a proceeding, EMPLOYEE agrees

that he may not seek or recover any monetary damages or other relief as a result of any such proceeding.

EMPLOYEE fully and completely releases, waives, and forever discharges and promises not to sue, or make any other demands against the Employer related to any and all manner of claims, demands, actions, causes of action, administrative claims, promises, agreements, contracts, rights, liability, damages, claims for attorneys' fees, costs, and disbursements, or demands of any kind, including but not limited to, all claims arising in tort or contract, or any other federal, state, and local laws, statutes, ordinances, regulations or orders or any other claims in any manner relating to EMPLOYEE's employment with and separation from the Employer arising in law or equity, whether known, suspected, or unknown, and however originating or existing which EMPLOYEE now has, or which EMPLOYEE at any time heretofore had or had a claim to have, against the Employer to the date of execution of this Release.

If in the future EMPLOYEE asserts any claim released herein, such claim shall be dismissed with prejudice, and reasonable costs and attorneys' fees shall be awarded to the Employer in the amount determined by a court of competent jurisdiction.

- c. Consideration Period. EMPLOYEE understands that he has twenty-one (21) calendar days from the date he receives the Agreement, not counting the day upon which he receives it, to consider whether or not he wishes to sign the document and release his claims as set forth above. EMPLOYEE agrees that changes to the Agreement, whether material or immaterial, will not restart the twenty-one (21) calendar day acceptance period. EMPLOYEE acknowledges that if he signs the Release before the end of the twenty-one (21) day period, it is because he has decided that he has already had sufficient time to decide whether to release all of his claims. EMPLOYEE is advised to seek the advice of legal counsel concerning this Agreement.
- d. Right to Rescind. EMPLOYEE has the right to rescind (cancel) this Agreement only insofar as it extends to potential claims under the Age Discrimination in Employment Act by informing the Employer of his intent to revoke this Agreement within seven (7) calendar days following EMPLOYEE's execution of it.

EMPLOYEE likewise has the right to rescind (cancel) this Agreement only insofar as it extends to potential claims under the Minnesota Human Rights Act by written notice to the Employer within fifteen (15) calendar days following EMPLOYEE's execution of this Agreement. To be effective, any such rescission must be in writing and hand-delivered to County Attorney Brian Lutes or, if sent by mail, it must be (1) postmarked within the fifteen (15) calendar day period; (2) properly addressed to County Attorney Brian Lutes, Wright County Justice Center, 3700 Braddock NE, Suite 2100, Buffalo, MN 55313; and (3) sent by certified mail, return receipt requested. It is understood that the Employer shall have no obligation whatsoever under the Agreement in the event of such rescission by EMPLOYEE,

and the Agreement shall not become effective or enforceable until this rescission period has expired.

EMPLOYEE agrees that if he exercises any right of rescission, the Employer may at its option either nullify this Agreement in its entirety or keep it in effect as to all claims not rescinded in accordance with the rescission provisions of this Agreement. In the event the Employer opts to nullify the entire Agreement, neither EMPLOYEE nor the Employer will have any rights or obligations whatsoever under this Agreement, with the exception that EMPLOYEE will be obligated to repay the Employer for any amounts paid by the Employer pursuant to this Agreement. Any rescission, however, does not affect EMPLOYEE's separation from employment.

- e. § 465.722 Rescission. Both the EMPLOYEE and the Employer have the right to rescind (cancel) this Agreement in its entirety pursuant to Minnesota Statute § 465.722 by providing written notice to the other party within fifteen (15) calendar days following approval of this Agreement by the Wright County Board of Commissioners during a public meeting. For notice to Employer to be effective, any such rescission must be in writing and hand-delivered to County Attorney Brian Lutes or, if sent by mail, it must be (1) postmarked within the fifteen (15) calendar day period; (2) properly addressed to County Attorney Brian Lutes, Wright County Justice Center, 3700 Braddock NE, Suite 2100, Buffalo, MN 55313; and (3) sent by certified mail, return receipt requested. It is understood that the parties shall have no obligation whatsoever under the Agreement in the event of such rescission by the other party, and the Agreement shall not become effective or enforceable until this rescission period has expired.
5. No Reemployment. EMPLOYEE agrees he will not apply for future employment with the County. EMPLOYEE agrees that if he seeks and/or accepts employment with an entity, consultant or vendor and/or other working relationship that involves working or consulting with the County he will notify the entity and will not work on any Wright County related projects.
6. Entire Agreement. This Agreement contains the entire agreement between the parties. The parties agree that there were no inducements or representations leading to the execution of this Agreement between the parties other than those contained in this Agreement.
7. Non-Admission. Nothing in this Agreement is intended to be, nor will it be deemed to be, an admission of liability by the Employer that it has violated any contract, policy, state, federal or local statute or ordinance, administrative regulation or principle of common law, or that it has engaged in any wrongdoing whatsoever.
8. Voluntary and Knowing Action. EMPLOYEE represents and agrees that (a) he has had the opportunity to be represented by his legal counsel; (b) he has read this Agreement and fully understands the terms and conditions contained herein; (c) he relies solely upon his own judgment regarding the proper, complete and agreed upon consideration for, and

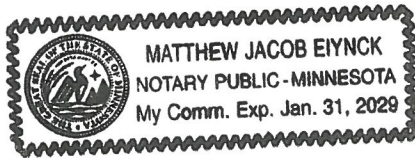
9. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Minnesota.
10. Counterparts. This Agreement may be signed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Lee R. Kelly

STATE OF MINNESOTA)
) ss.
COUNTY OF Stearns)

5th day of July, 2024.

Matthew E. Smith
Notary Public



Darek Vetsch, Chairman
Wright County Board of Commissioners