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SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

Oregon Coast Community Action (“ORCCA”) and Kim Brick (“BRICK”), collectively “the Parties”, in consideration of the mutual promises set forth below agree as follows:

1. **Transition Date and Final Paycheck:** BRICK separated from employment with ORCCA on September 14, 2021. The Parties agree that BRICK’S separation shall be classified internally and reported externally as a resignation. This Agreement and Release reflects a transition of BRICK leaving ORCCA and does not imply or admit any wrongdoing by ORCCA or BRICK.

2. **Consideration:** As consideration for the release of claims described in paragraph 5 below and settlement of all BRICK’S threatened and/or pending claims, ORCCA agrees to pay BRICK a lump sum amount of **\$275,000.00**, payable within five business days following the expiration of any applicable revocation period and in the form of **2 checks** as follows:

a. ORCCA shall issue a check made payable to BRICK in the gross amount of **\$183,334.00**. The Parties intend that such amount is to compensate BRICK for alleged emotional distress. An IRS Form 1099 will be issued in connection with this payment;

b. ORCCA shall issue a check in the amount of **\$91,666.00** made payable to Buchanan Angeli Altschul & Sullivan LLP. The Parties intend that such amount is to compensate BRICK for alleged costs and attorney’s fees. An IRS Form 1099 will be issued for this amount.

As further consideration for the Release of Claims described in paragraph 5 below and settlement of all BRICK’S threatened and/or pending claims, ORCCA will assume financial responsibility to pay all fees and costs of the mediator, Eric Lindauer, associated with the mediation between the parties on February 28, 2022.

3. **Acknowledgement of Sufficient Consideration.** BRICK acknowledges that payment of the amount outlined in paragraph 2 is intended to be consideration for this Agreement / Release of Claims and settlement of her threatened and/or pending claims and **NOT** wages for actual hours worked or any other form of compensation that may be due and owing to BRICK by virtue of employment with ORCCA. ORCCA and BRICK further agree that this payment constitutes sufficient consideration for the Settlement Agreement and Release of Claims independent of the additional promises outlined in this Agreement.

4. **Taxes:** The Parties agree that will each be responsible for their own respective tax consequences as assessed by any taxing authority for federal, state, and local taxes that may be due as a result of any amount paid under this Agreement.

5. **BRICK’S Release of Claims:** In consideration for the payment received under the terms of this Agreement, BRICK (on behalf of herself, and her heirs, executors, administrators, assigns, legal representative, or any other person claiming through BRICK) releases, waives, and forever discharges ORCCA (and its foreign and domestic predecessors, successors, parent company,

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subsidiaries, affiliates, and each of their current and former officers, directors, Board members, managers, employees, agents, insurers, representatives, shareholders, assigns, all in their individual and representative capacities regardless of where located) from any and all claims, past or present, known or unknown, asserted or unasserted, arising prior to the effective date of this Agreement out of BRICK's employment and separation from employment with ORCCA.

This release covers any and all damages, attorney fees, back pay, front pay, compensatory damages, emotional distress damages, and interest based on any claim of any nature, under any state or federal statute, including, but not necessarily limited to ORS 659A and its related Oregon Administrative Rules, the Oregon Fair Employment Practices Act, the Americans with Disabilities Act of 1990 and the ADA Amendments Act of 2008, the Age Discrimination in Employment Act, the Older Workers' Benefit Protection Act of 1990, the Pregnancy Discrimination Act, the federal Family and Medical Leave Act, the Oregon Family Medical Leave Act, the Civil Rights Act of 1991, the Civil Rights Acts of 1866 (§1981) and 1871 (§1983), Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Fair Labor Standards Act, the Equal Pay Act, the Employment Retirement Income Security Act, the National Labor Relations Act, the Labor Management Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, as well as claims arising under Oregon state or county law prohibiting discrimination, harassment and retaliation on the basis of any state or locally-recognized protected class status and any other employment related Oregon state or federal statute not expressly listed here. This release also includes all other claims, regardless of whether employment-related in nature, arising under any contract (express or implied) or any other tort or common law claim. By releasing these claims, BRICK releases any right to attorney fees or costs associated with these claims.

Nothing in this Agreement shall be construed to prevent BRICK from pursuing any legally protected rights to file charges with and/or participate in an investigation or proceeding conducted by the EEOC and/or other governing state or federal agency after executing this Agreement. BRICK agrees that BRICK is waiving any and all rights to receive any monetary relief whatsoever or other personal relief stemming from such proceeding or any subsequent legal action brought by BRICK or on BRICK's behalf by any other party. This release does not apply to claims for defense and indemnification that Brick has under applicable law or contract for claims arising from actions or omissions within the course and scope of Brick's employment with ORCCA.

6. **ORCCA's Release of Claims:** In consideration for BRICK'S Release of Claims and other promises outlined herein, ORCCA releases, waives, and forever discharges BRICK from any and all claims, past or present, known or unknown, asserted or unasserted, arising prior to the effective date of this Agreement. This release includes any claims arising out of BRICK's employment and separation from employment with ORCCA and all other claims, regardless of whether employment-related in nature, arising under any contract (express or implied) or any other tort or common law claim. By releasing these claims, ORCCA releases any right to attorney fees or costs associated with these claims.

7. **Workers' Compensation:** By signing this Agreement, BRICK does not release or otherwise waive her right to file workers' compensation claims, if any, for injuries sustained prior to or on her last day of employment. BRICK represents that as of the date she signs this Agreement,

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she has not suffered any on-the-job injury or occupational disease that has not already been disclosed or reported to ORCCA.

8. **Wages Paid and Expenses Reimbursed in Full:** By signing this Agreement, BRICK acknowledges that she has unconditionally been paid in full all sums and wages due and owing by virtue of employment with ORCCA and that she has no further claims, entitlements, or expectation of payment of wages or other form of compensation now or in the future. BRICK further acknowledges that she has no further claims, entitlements, or expectation of further reimbursement or other form of compensation now or in the future. BRICK's receipt of full wages and personal expense reimbursement were not in any way dependent upon agreement to the terms of this *Settlement Agreement and Release of Claims*. BRICK acknowledges that any claims she may have had against ORCCA for expense reimbursement at the time of her separation that BRICK contends may still be due is waived pursuant to paragraph 5 of this Agreement.

9. **Return of property:** BRICK warrants that she has returned or will return all remaining tangible property (e.g., hard copy files and documentation, computers, phones, flash drives containing company electronic data, keys, security codes, etc.) belonging to ORCCA within five business days of execution of this release by BRICK, which were in her possession or over which she exercised custody or control. ORCCA acknowledges that any claims it may have had against BRICK for retaining information at the time of her separation that ORCCA contends belongs to it is waived pursuant to paragraph 6 of this Agreement.

10. **References:** The Parties agree that inquiries from prospective employers shall be directed internally to the current HR Director of ORCCA. BRICK agrees to similarly direct prospective employers to contact only the HR Director for a reference check. If prospective employers contact ORCCA for a reference or to verify BRICK's past employment with ORCCA, the HR Director shall provide information only regarding BRICK's job title, term of employment, and verification that she resigned her position as Executive Director.

The Parties further acknowledge that ORCCA cannot guarantee that external inquiries made of non-management staff will be directed as outlined in this paragraph or that prospective employers will not have access to ORCCA's public meeting records that are available pursuant to appropriate public records requests. In the unlikely event that ORCCA non-management staff or public record disclosures disclose information beyond that anticipated in this paragraph, ORCCA shall not be deemed to have violated this paragraph or this Agreement.

11. **Publication of Acknowledgment of Service:** In consideration for BRICK'S Release of Claims and other promises outlined herein, ORCCA agrees that, upon the effective date of this *Settlement Agreement and Release of Claims* as defined in paragraph 15(c) below, ORCCA shall publish for a period of not less than one week concurrently on its website and on its Facebook page the statement acknowledging BRICK'S service to ORCCA ("Acknowledgement of Service"), attached as Exhibit A to this *Settlement Agreement and Release of Claims*. The publication of the Acknowledgement of Service shall not include the text stating "EXHIBIT A" but all other text and the photograph of BRICK shall be included in the publication.

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12. **Confidential and Proprietary Information:** *Confidential or Proprietary Information* includes ORCCA's intellectual property and proprietary data, trade secrets, confidential customer data and information, ORCCA finances and related financial records, marketing plans and strategies, product designs, sales data and information, workplace investigations, audits, inspections, attorney-client communications, and other information related to ORCCA's business operations that ORCCA has designated as *Confidential or Proprietary*, or information that is customarily considered confidential or proprietary within the industry or as a matter of law regardless of whether designated as such. Information and skills BRICK acquired prior to her tenure at ORCCA are not *Confidential or Proprietary Information* subject to this section.

BRICK agrees to hold in strictest confidence and not use or disclose any *Confidential or Proprietary Information* belonging to ORCCA or information that BRICK may have learned, taken, or obtained during her employment with ORCCA. BRICK also agrees not to disclose any such *Confidential or Proprietary Information* to any person outside of ORCCA at any time following separation from employment without express written consent from ORCCA. BRICK understands that BRICK's obligation to preserve the confidentiality of ORCCA's *Confidential and Proprietary Information* exists indefinitely.

13. **Governing Law / Severability:** This Agreement shall be construed and governed by the substantive laws of the state of Oregon. If any part or provision of this Agreement is deemed invalid or unenforceable under applicable law, the validity of the remaining provisions shall be unaffected and remain in full force. To the extent that any provision shall be determined to be invalid or unenforceable by a court of law or governing agency because it is overbroad, that provision shall not be void; rather, it shall be interpreted with a reasonable and appropriate limitation to the extent required by law to be valid and enforceable and be enforced consistent with such limitation. Unless otherwise agreed to by the parties, any litigation arising in connection with the execution and/or operation of this Agreement shall be brought in county in which ORCCA operates its primary place of business within the State of Oregon.

14. **Attorneys' Fees:** If it is determined by a court or governing body that a party to this Agreement violated its terms or promises contained herein, then such breaching party shall reimburse the non-breaching party for its reasonable costs and attorneys' fees incurred in defending and/or enforcing its rights under this Agreement.

15. **21-Day Consideration / 7-day Revocation Periods.** BRICK acknowledges reading this Agreement and being offered sufficient consideration in addition to anything of value BRICK would otherwise have been entitled to receive in exchange for the release of claims herein.

a. **21-Day Consideration Period:** BRICK is advised and encouraged by ORCCA to consult with an attorney before signing this Agreement, and BRICK has **21 days** within which to decide whether to sign it. BRICK expressly agrees that this 21-day period is waived to the extent that BRICK signs and delivers a signed copy of this Agreement to ORCCA prior to the expiration of the 21-day period.

b. **7-Day Revocation Period:** BRICK has 7 calendar days from the date on which BRICK signs this Agreement to change her mind and revoke BRICK's

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KIM BRICK - 22 YEARS OF SERVICE



Oregon Coast Community Action (ORCCA) recognizes Kim Brick's 22 years of service. Kim began her partnership as a parent in ORCCA's South Coast Head Start program in 1994. She was soon elected as a member of the Policy Council. Policy Council members, who are elected by the parents of children enrolled in the program, are the group of Head Start and Early Head Start parents and community members who help lead and make program decisions.

Kim's values aligned with ORCCA's mission, vision, and values. Her personal experiences gave her perspective on how poverty, shelter and food insecurity, and personal tragedy affects families and communities. Seeing the work ORCCA did to combat these issues attracted Kim to the organization, particularly the Head Start Program. She credits Head Start for helping her find purpose after the loss of a daughter and allowing her to pursue her secondary education.

After graduating college, Kim began working for South Coast Head Start as a Family Advocate.

"Working with families and children was the most rewarding job I have ever had," said Kim. "I was able to connect with parents and relate to their journeys."

In 2009, ORCCA received a grant to start the Early Head Start program. Kim was hired as the program director. She worked with a small group of dedicated individuals to grow the program, focusing on the unique needs of expectant families, infants and toddlers. Then, in 2015 Kim was promoted to program operations director for Head Start.

In March of 2020, Kim was hired as the Executive Director for Oregon Coast Community Action. She served in that role until September 2021. During that time, ORCCA and the communities it serves worked diligently to navigate the unprecedented challenges of the COVID-19 pandemic.

Kim would like to thank her family, friends, co-workers, and the ORCCA Board for allowing her to fulfill her passion for supporting those in need. Kim has moved on to pursue other professional opportunities, and the ORCCA Board of Directors wishes her well in her future endeavors.