

STATE OF OHIO
STATE PERSONNEL BOARD OF REVIEW

Penny-Lope Coon,

Appellant.

v.

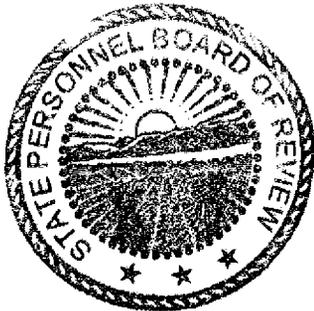
Case No. 09-REM-06-0291

Gallia County,
Veterans Service Commissions,

Appellee.

ORDER

This matter came on for consideration on the motion of both parties that the Settlement Agreement attached hereto and incorporated herein by reference, be adopted. Being fully advised in the premises, the Board hereby orders that the attached settlement agreement be **ADOPTED**. Accordingly, the above-referenced appeal is hereby **DISMISSED**.



Lumpe - Aye
Sfalcin - Aye
Tillery - Aye



J. Richard Lumpe, *Chairman*

CERTIFICATION

The State of Ohio, State Personnel Board of Review, ss:

I, the undersigned clerk of the State Personnel Board of Review, hereby certify that this document and any attachment thereto constitutes ~~(the original)~~ a true copy of the original) order or resolution of the State Personnel Board of Review as entered upon the Board's Journal, a copy of which has been forwarded to the parties this date, June 15, 2010.



Michelle Hursey
Clerk

mm

SETTLEMENT AGREEMENT

STATE PERSONNEL BOARD OF REVIEW

2010 MAY 13 PM 3:55

A. Background

Penny-Lope Coon had been employed by the Gallia County Veterans Service Commission as an Administrative Assistant, and had been terminated, effective May 13, 2009. Thereafter, Ms. Coon filed an appeal to the State Personnel Board of Review contesting that termination.

B. Introduction

This is an agreement by and between the named Parties by the terms of which the parties agree to resolve the pending appeal, and all related employment issues, in exchange for promises, consideration, and the knowing waiver of statutory rights.

C. The Parties

The parties to this agreement are:

- 1. Penny-Lope Coon, also known as the worker.
- 2. The Gallia County Veterans Service Commission, also known as the employer.

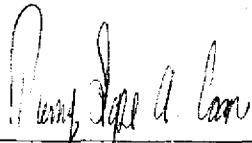
D. The Terms

- 1. Upon receipt of an executed copy of this agreement, the employer will authorize the County Auditor to issue to the worker, a check in the gross amount of fifteen thousand dollars, (\$15,000), minus ordinary payroll deductions.
- 2. The worker will tender to the employer, a letter of resignation dated as effective May 13, 2009, for inclusion in her personnel file.
- 3. Both parties agree that they will, each, refrain from making any disparaging comments about the other; and if subsequent employment inquiries are made of the employer, the employer will provide neutral references containing only the worker's beginning and ending dates of employment and rates of pay.
- 4. The worker agrees to withdraw any and all pending administrative appeals, including her appeal to the State Personnel Board of Review (2009-REM-06-0291); and will forever refrain from filing any employment related administrative actions against the employer.



5. The worker acknowledges that she had had the opportunity to review this document with her legal counsel prior to signing it.
6. The worker agrees that this writing constitutes a full, fair and final resolution of any and all claims or causes of action that she may currently have against the employer, its officers, agents, or employees irrespective of whether those claims arose, or may have arisen under contract, tort, public policy, or any federal or state law, including but not limited to: R.C. 124, R.C. 4111, R.C. 4112, 42 USC 2000e, 42 USC 1983, 42 USC 621, 42 USC 12101, or 29 USC 201. (Fair Labor Standards Act)
7. The employer hereby releases the worker from any and all liabilities, save and except for those set forth herein.
8. The worker agrees that she will not seek reemployment with the Gallia County Veterans Service Commission, and will not accept an appointment to that Commission.
9. The worker agrees that she will not publish, directly or indirectly, any comments about her employment with the Gallia County Veterans Service Commission, its officers, agents or employees; and will not discuss this settlement, or its terms, with anyone except her legal counsel.
10. The parties agree that any breach of these terms by the worker will be regarded as a material breach, entitling the employer to full restitution of any sums paid hereunder.
11. The parties acknowledge that this agreement cannot impair the employer's obligation under R.C. 149.43.
12. The worker agrees that the employer may execute this agreement through the signature of an agent designated as such at an open meeting of the Commission, the fact of which is recorded by resolution or minutes.

IT IS SO AGREED:



Penny-Lope Coon

FEB 19, 2010

Date



For the Veterans Service Commission

3-2-10

Date