

STATE OF OHIO
STATE PERSONNEL BOARD OF REVIEW

TAMARA CHAPMAN-WAGNER,

Appellant,

v.

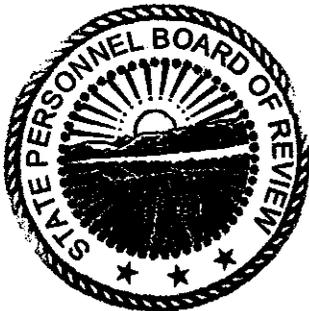
Case Nos. 10-REC-10-0267
10-MIS-10-0268

CUYAHOGA COUNTY, OFFICE OF HUMAN RESOURCES,

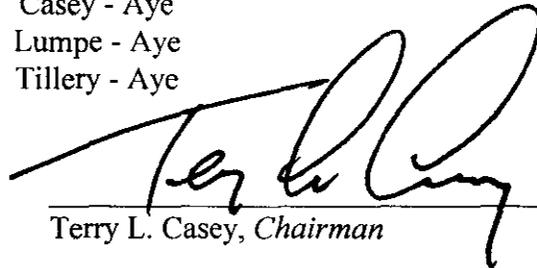
Appellee,

ORDER

These matters 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 appeals are hereby **DISMISSED**.



Casey - Aye
Lumpe - Aye
Tillery - Aye


Terry L. Casey, *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, November 09, 2011.


Eric E. Conn
Clerk



SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Agreement") is made and entered into by and between **Tamara Chapman-Wagner**, (referred to herein as "Appellant") and the **Cuyahoga County Executive and Cuyahoga County Office of Human Resources** ("Cuyahoga County")

WHEREAS, Appellant has filed Case Number(s) 10-REC-09-0267 and 0268, now pending before the State Personnel Board of Review ("SPBR") concerning her proper job classification in her employment with Cuyahoga County; and

WHEREAS, all parties desire to resolve any and all disputes regarding Appellant's proper job classification with Cuyahoga County

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the parties agree as follows:

1. **Parties** This Agreement is entered into on behalf of, and shall extend to: "Appellant" to include her immediate family, heirs, assigns, personal representatives, executors, agents and administrators; and to "Cuyahoga County", which includes its successors, assigns officers, directors, employees and agents, both past and present

2. **Intent** Except as specifically set forth herein, Appellant and Cuyahoga County wish to bring a complete, final and irreversible end to any and all claims and/or disputes which arise or which could have arisen from the Case Number(s) set forth above, and to reach a full and final settlement of all matters and claims, of any nature whatsoever, concerning her job classifications as of the date of execution of this Agreement

3. **Consideration** In consideration of the mutual promise and agreements set forth herein, the parties agree as follows:

ENTERED
11.05.11ec

A. As for Appellant's Consideration:

As consideration for settlement of this matter, Appellant agrees as follows:

1. Withdrawal of Claims. Upon execution and implementation of the terms of this Agreement, Appellant shall withdraw her appeals pending before the SPBR in the Case Number(s) set forth above.
2. Waiver of Claims. Appellant agrees to execute the release and waiver of any and all legal claims or causes of action that they may have against Cuyahoga County as a result of her job classification, which release and waiver is contained herein.

B. As for Cuyahoga County's Consideration:

Back Pay: Appellant shall be designated as a Social Program Administrator 6 and shall be placed at Range 18 Step 4 of the Cuyahoga County Non-Bargaining Salary Schedule effective as of October 1, 2010, Subject to all withholding requirements.

4. **Release of All Claims and Dismissal of All Charges and Legal Actions**. Appellant hereby fully, finally and forever releases, holds harmless from and against, waives and forever discharges the Cuyahoga County employees, agents and agencies, of or from any and all claims, actions and causes of actions, suites, debts, liability, demands whatsoever, in law or in equity, which they ever had or may now have, whether known or unknown, with respect to her job classification up to the date of this Agreement, it is further understood and acknowledged that appellant shall be responsible for her own attorney fees if applicable.

5. **Non-Admission**. The terms set out in the Agreement are a compromise settlement of disputed claims. This Agreement shall not be deemed or construed as an admission by any party of any wrongful acts whatsoever, nor does this Agreement constitute an

acknowledgement of the validity of any claim, charge, liability or cause of action asserted by Appellant

6 **General Terms.** The parties to this Agreement represent and affirm that the only consideration for their agreement and execution are the terms stated herein, that no other promise or agreement of any kind has been made to or with any of them by any persons or entity to cause either to execute this Agreement, and that no other compensation, benefits, or prerequisites other than those specified in the foregoing Agreement shall be involved or claimed. This Agreement shall not be interpreted to render Appellants prevailing parties for any purpose, including, but not limited to, an award of attorney fees under any applicable statute or otherwise. All parties fully understand the meaning and intent of this Agreement, including, but not limited to, their final and binding effect. All parties further acknowledge that before executing this Agreement, that they have the right to consult with counsel and have carefully read and fully understand all of the provisions of this Agreement, and that the execution of this Agreement is a knowing and voluntary act. The parties hereby acknowledge that the Appellants reclassification pursuant to this Agreement requires approval by the Director of Human Resources & Employment Counsel, and the terms of this Agreement shall not be binding on the County until the Agreement is fully executed by the parties and the County Executive approves the personnel action(s).

7 **Construction and Severability** This Agreement shall be construed according to its fair meaning, and not strictly for or against any of the parties. Should any provision of the Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and the illegal or invalid part, term or provision shall be deemed not to be part of the Agreement.

This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior discussions, agreements, transmissions or understandings between the parties or their representatives.

APPELLANT PLEASE READ CAREFULLY BEFORE SIGNING

PURSUANT TO THE AGE DISCRIMINATION IN EMPLOYMENT ACT, 29 U.S. §621 EI SEQ, A WAIVER OF RIGHTS CANNOT APPLY TO AGE DISCRIMINATION CLAIMS ARISING IN THE FUTURE. I HAVE READ THE FOREGOING AGREEMENT AND RELEASE, AND FULLY UNDERSTAND IT. I ACKNOWLEDGE THAT I WAS GIVEN UP TO TWENTY-ONE (21) DAYS WITHIN WHICH TO CONSIDER THIS AGREEMENT, THAT I HAVE BEEN ADVISED TO CONSULT WITH LEGAL COUNSEL PRIOR TO SIGNING THIS AGREEMENT, AND THAT I HAVE THE RIGHT TO REVOKE THIS AGREEMENT, IN WRITING, FOR A PERIOD NOT TO EXCEED SEVEN (7) DAYS AFTER THE DATE ON WHICH IT IS SIGNED BY ME. I HEREBY ACKNOWLEDGE THAT IF I FAIL TO EXERCISE THIS RIGHT TO REVOKE, THIS AGREEMENT AND RELEASE WILL BE EFFECTIVE ON THE DATE INDICATED. IF THIS AGREEMENT SHOULD BE REVOKED BY THE APPELLANT WITHIN THE TIME, THIS AGREEMENT SHALL BE VOID AND CUYAHOGA COUNTY SHALL BE EXCUSED FROM PERFORMANCE HEREUNDER.

THE UNDERSIGNED PARTIES STATE THAT THEY HAVE CAREFULLY READ THE FOREGOING AND UNDERSTAND THE CONTENTS THEREOF, AND THAT THEY EXECUTE THE SAME AS THEIR OWN FREE AND VOLUNTARY ACT.


TAMARA CHAPMAN WAGNER

6/6/11
Date

FOR CUYAHOGA COUNTY:



DIRECTOR OF HUMAN RESOURCES &
EMPLOYMENT COUNSEL

6-10-11
Date