STATE OF OHIO
STATE PERSONNEL BOARD OF REVIEW

ERIKA BATTISTEL,

Appellant,

v. Case Nos. 12-ABL-06-0116
12-LAY-06-0117

JEFFERSON COUNTY GENERAL HEALTH DISTRICT,

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 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, march 21, 2013.

Clerk

3/21/13 EC

SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement is made and entered into by and between Erika Battistel (hereinafter, "Employee") and Jefferson County General Health District (hereinafter, "Employer").

WHEREAS, Employee has been employed as a sanitarian with Employer since on or around January 22, 2008; and,

WHEREAS, The employee's position was abolished in June 15, 2012 and employee was laid-off from employment; and

THEREFORE, In consideration of the mutual promises and agreements set forth herein the parties agree as follows:

1) Employee agrees to withdraw with prejudice her appeal to the State Personnel Board of Review, case number 2012-ABL-06-0116 and 2012-LAY-06-0117, and hereby releases any claims she may have related to this appeal. This settlement shall not be considered an admission of fault or wrongdoing by the Employer. Employee acknowledges that she is not a prevailing party as to her claim against Employer and that the settlement is only to resolve a disputed claim. Within ten (10) days of the execution of this Agreement, Employee agrees to file a Notice of Dismissal With Prejudice with the State Personnel Board of Review.

2) Employer agrees to pay employee the lump sum of four thousand dollars ($4,000). This payment shall be made to Erika Battistel. In consideration of the aforesaid payment, Employee acknowledges and agrees that she is solely responsible for any tax liabilities and consequences that may result from the receipt of the payments referenced herein and herby agrees to indemnify, defend and hold Employer harmless from and against any and all claims based on or arising out of the fact that Employer did not treat the payment, or any portion thereof, made to Employee and/or subject such payment to federal and state withholdings and deductions and/or make federal and state contributions on such payment. If Employer is found to be liable for any or all of the aforementioned actions, Employee shall reimburse and indemnify Employer for all payments made and costs incurred with respect to such liability including but not limited to any taxes, interest or penalties imposed upon them in connection with the taxes due and payable in connection with the settlement.

3) Employee agrees that she will not seek re-employment with Employer at any time in the future.

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9) This Agreement, including the release and waiver, is binding upon the Employee and her heirs, executors, administrators, successors, assigns, agents, attorneys and representatives.

10) No failure by a party to insist upon the strict performance of any term in this Agreement or to exercise any right, power or remedy available to the party due to a breach of the Agreement, shall constitute a waiver by the party of any term or of any remedy for a breach.

11) Notwithstanding the foregoing release, nothing in this Separation Agreement and Release shall serve to release Employer and/or Employer's agents, servants, representatives and/or employees of or from any claim arising out of and/or asserted by Employee in her currently pending complaint with the Equal Employment Opportunity Commission ("EEOC") Complaint No.: 532-2012-01474. To the extent that any claims are determined by the EEOC to be meritorious and/or a right to sue letter is issued in regard to any matter at issue in said complaint, then nothing in this Separation Agreement and Release shall serve to bar Employee from pursuing a suit relating to or regarding such claims.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed.

Dr. Frank L. Petrola, President
Jefferson County General Health District

2.26.2013
Date

Erika Battistel

2/25/2013
Date