

STATE OF OHIO
STATE PERSONNEL BOARD OF REVIEW

JENNIFER HOSEK,

Appellant,

v.

Case No. 12-REM-01-0007

ATHENS COUNTY CHILDREN SERVICES,

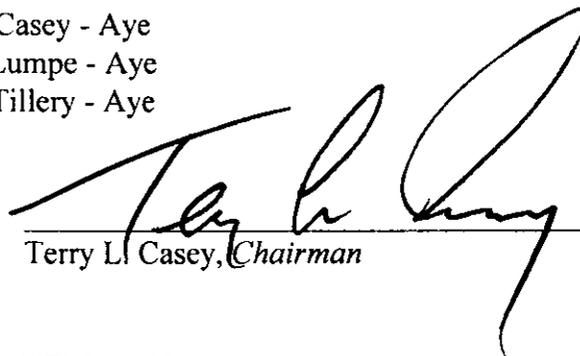
Appellee

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**.



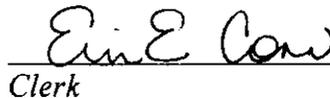
Casey - Aye
Lumpe - Aye
Tillery - Aye

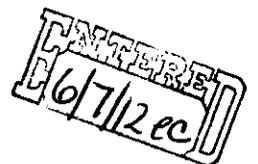

Terry L. Casey, *Chairman*

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, June 07, 2012.


Clerk



BAJ

STATE OF OHIO
STATE PERSONNEL BOARD OF REVIEW

2012 FEB 01 2:50

In the matter of:

Case No: 12-REM-01-0007

Jennifer Hosek,

Appellant,

Notice of Filing

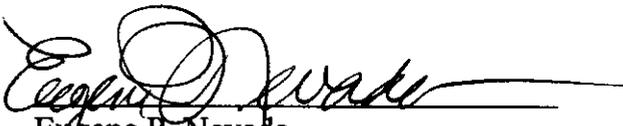
v.

Athens County Children Services,

Appellee.

Notice is hereby given that the attached Settlement Agreement has been filed with the State Personnel Board of Review.

Respectfully submitted,



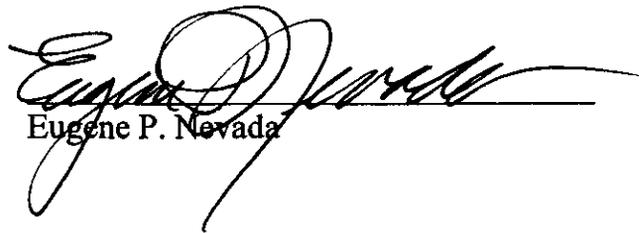
Eugene P. Nevada
Attorney at Law
6500 Emerald Parkway, Suite 100
Dublin OH 43016-6235
614-923-7700

Representing the Appellee

6-6ersi

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing Notice of Filing was served on Kimberlee Francis, Appellant's Representative, 8 N. Court Street, Suite 402, Athens, OH 45701; by U.S. mail, on this 5th day of June, 2012.



Eugene P. Nevada

Settlement Agreement

A. Background

Jennifer Hosek had been employed by Athens County Children Services as a School Social Worker up until her separation which was effective January 10, 2012.

Ms. Hosek disagreed with the stated reasons for that separation, and filed an appeal to the State Personnel Board of Review, under case number 12-REM-01-0007.

The parties herein, in a desire to amicably resolve that appeal, hereby enter into this agreement.

B. Parties

The parties to this settlement agreement are:

1. Jennifer Hosek, hereinafter referred to as "the Appellant"; and
2. Athens County Children Services, hereinafter referred to as "the Employer" or "ACCS."

C. The Terms

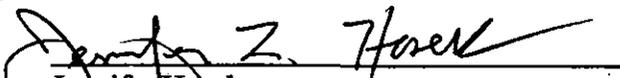
1. Appellant, Jennifer Hosek, hereby agrees to withdraw her appeal, as filed with the State Personnel Board of Review, case number 12-REM-01-0007.
2. Employer, ACCS, hereby agrees to rescind the termination that had been effective January 10, 2012.
3. Appellant, Jennifer Hosek, agrees to tender, and Employer ACCS agrees to accept, a resignation to be effective January 10, 2012.
4. Employer, ACCS, agrees to remove all references to the termination, including any documents that led to it, from Appellant's official personnel file; to be separately filed until they can be purged under the county's record retention schedule.
5. Employer, ACCS, agrees to provide neutral references to Appellant, limited to her beginning and ending dates of employment and rates of pay, subject to terms in paragraph 8.
6. Appellant acknowledges that she has had an opportunity to confer with counsel, and hereby acknowledges that this settlement constitutes a full, fair, and final resolution concerning any and all employment related claims that she may have against the Employer, its officers, agents, or employees; irrespective of whether those claims arose, or may have arisen, under contract, tort or any federal or state

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statute, including but not limited to R.C. 124, R.C. 4112, 42 USC 1983, 42 USC 12101, 29 USC 621, or 42 USC 2000e.

7. The Employer, ACCS, hereby releases and holds Appellant harmless from any employment related causes of action, allegations of wrong doing, or torts that it may have against Appellant.
8. Both parties agree that they will each forever refrain from making disparaging comments about the other, their current or former officers, agents or employees; and that any prior negative or disparaging comments that have been made in any medium that is, or can be stored electronically, must be deleted if it is not a public record.
9. Once this agreement has been signed there will be no public comment by either party, or any agent of either party, except to say that an agreement has been reached, the agreement speaks for itself; and Ms. Hosek has resigned. Neither party may claim victory nor a vindication in any way, shape or form, upon pain of breach.
10. Both parties hereby agree that they will not discuss this settlement, or the allegations giving rise to the matter resolved herein, with anyone, including the media; except to the extent necessary to enforce this agreement. Should Appellant breach this provision, Employer, ACCS may, after giving notice to Appellant, discontinue providing neutral references and will reverse the action taken in #4 and the Employer may take any action previously waived under # 7 above. Should Employer break this provision, Appellant may, after giving notice to Employer, void paragraph #6.
11. Both parties acknowledge, herein, that this writing is subject to R.C 149.43.
12. Appellant agrees that this document can serve as her Notice of Withdrawal of her appeal, as mentioned in paragraph C. 1., supra.
13. Appellant hereby acknowledges that she has met with Counsel for the Employer and that he explained the agreement, and especially paragraphs 5, 8, 9 and 10 to her; and to her attorney.

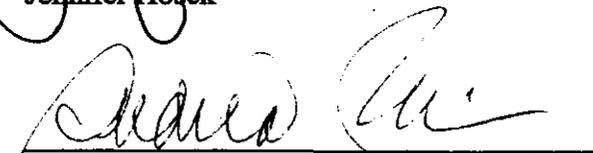
IT IS SO AGREED:



Jennifer Hosek

5-9-12

Date



For Athens County Children Services

5/24/12

Date

AC
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