

**STATE OF OHIO
STATE PERSONNEL BOARD OF REVIEW**

Mary L. Moore,

Appellant,

v.

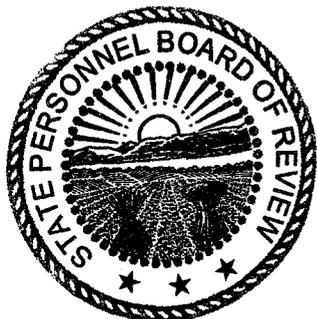
Case No. 2012-REM-05-0098

Department of Youth Services, Scioto Juvenile Correctional Facility, and
Department of Youth Services, Central Office,

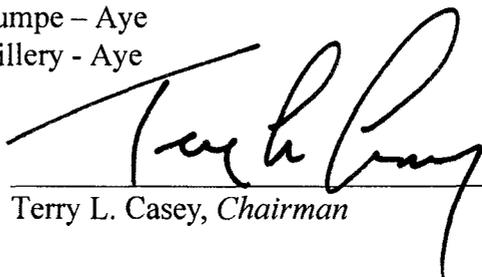
Appellees,

ORDER

This matter came on for consideration on the filing of a Settlement Agreement, attached hereto and incorporated herein by reference. Being fully advised in the premises, the Board hereby orders that the attached settlement agreement is **ADOPTED** and the appeal is **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 the foregoing is ~~(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, May 16, 2014.



Clerk

NOTE: Please see the reverse side of this Order or the attachment to this Order for information regarding your appeal rights.

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement ("Agreement") is made by and between Mary Moore ("Moore") and the State of Ohio, Department of Youth Services, Central Office and Scioto Juvenile Correctional Facility ("DYS" as defined below). Moore and DYS are referred to collectively herein as the Parties.

WHEREAS, Moore filed Case No. 12-REM-05-0098 now pending before the State Personnel Board of Review; and

WHEREAS, the parties desire to resolve any and all disputes relating to Moore's employment with DYS, including, but not limited to, those claims embodied in the above mentioned appeal filed with the State Personnel Board of Review.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties have agreed to settle this matter pursuant to the following terms:

1. Parties. This agreement is entered into on behalf of, and shall extend to: Mary Moore, her immediate family, heirs, assigns, personal representative, executors, agents and administrators; and to "DYS," which includes its successors, assigns, officers, directors, employees and agents, both past and present.
2. Intent. Except as specifically set forth herein, Moore and DYS 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 Case No. 12-REM-05-0098 and to reach a full and final settlement of all matters and claims, of any nature whatsoever, as of the date of execution of this Agreement.
3. Consideration. In consideration of the mutual promises and agreements set forth herein, the Parties agree as follows:

a. DYS will rescind the 124.34 order separating Moore from her employment at DYS, as said removal was effective on April 20, 2012.

b. Resignation: Moore will resign effective on June 2, 2012. DYS will accept her resignation and place her resignation in her personnel file.

c. Payment: Following the receipt of Moore's resignation DYS shall issue payment to Moore in the amount of five thousand dollars (\$5,000.00), less all applicable taxes and required withholdings, including the required employee contribution to OPERS. In addition, DYS will pay required employer contributions to OPERS based upon the gross amount of the settlement of five thousand dollars (\$5,000.00), which is an additional estimated seven hundred dollars (\$700.00). Moore forever waives any claim for any additional compensation, including but not limited to, any claim for damages, back pay, front pay, overtime, compensatory time, vacation, personal or sick leave, longevity, shift differential or any other benefit, insurance or other payment, including any payment of interest, which may have accrued to her as an employee of DYS.

4. The parties agree that Moore applied for unemployment compensation in a separate proceeding, and that the Settlement in this matter constitutes neither a waiver, nor an establishment of a right to receive unemployment compensation in that separate proceeding.

5. Withdrawal of Appeal: Moore will withdraw the appeal pending before the State Personnel Board of Review, in Case No. 12-REM-05-0098.

6. Release of All Claims and Dismissal of All Charges and Legal Actions. Moore waives all claims, past, present and future, either known or unknown, in acceptance of this Agreement, with the exception of any Worker's Compensation claims. Moore acknowledges that this Agreement constitutes a complete settlement of all disputes between the Parties and hereby waives and releases DYS, its agents, employees, trustees, successors, and assigns from any and all liability, expense, claims, grievances, and/or causes of action, known or unknown in any way and at any time arising to date in connection with her employment with DYS, except for any Worker's Compensation claims and unemployment compensation claims. Such rights, claims, causes of action or liability shall include, but not be limited to, those arising or which might arise out of the Fair Labor Standards and the Equal Pay Acts, Title VII of the Civil Rights Act of 1964; the Civil Rights Acts of 1964 as amended; the Civil Rights Act of 1991 as amended; the United States Constitution; the Civil Rights Acts of 1866 or 1871 (42 U.S.C. Sections 1981, 1983, 1985, et seq.); the Americans with Disabilities Act and Americans with Disabilities Act

Amendments Act of 2008; the Age Discrimination in Employment Act; the Older Workers Benefit Protection Act; Chapter 4112 of the Ohio Revised Code; Ohio Revised Code Chapter 124; tortious wrongful discharge claims under Ohio law; and any other Federal, State, City, County or other local law or ordinance concerning employment, or in any other manner regulating or otherwise concerning wages, hours or any other terms or conditions of employment, which (a) have been filed, (b) are now pending, or (c) could have been filed, relating to any acts which transpired in regard to Moore's employment with DYS at any time up to and including the date of execution of this Agreement.

7. **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 perquisites other than those specified in the foregoing Agreement shall be involved or claimed. This Agreement shall not be interpreted to render Moore a prevailing party for any purpose, including but not limited to an award of attorney fees under any applicable statute or otherwise. This Agreement constitutes a settlement of disputed claims. It does not and shall not constitute an admission by the Parties of any wrongdoing or an admission of liability. Each party fully understands the meaning and intent of this Agreement, including but not limited to their final and binding effect. Each Party further acknowledges that before executing this Agreement that they have consulted counsel and that each Party has carefully read and understands all of the provisions of the Agreement, and that the execution of the Agreement is a knowing and voluntary act.

8. **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.

9. This Agreement constitutes the entire agreement between the Parties regarding the issues addressed herein.

TO: MARY MOORE

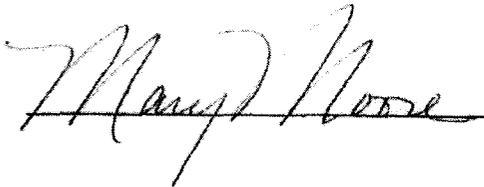
PLEASE READ CAREFULLY BEFORE SIGNING

PURSUANT TO THE AGE DISCRIMINATION IN EMPLOYMENT ACT, 29 U.S.C. § 621 ET SEQ., A WAIVER OF RIGHTS CANNOT APPLY TO AGE DISCRIMINATION CLAIMS ARISING IN THE FUTURE. BY MY SIGNATURE BELOW, I, MARY MOORE, ACKNOWLEDGE THAT:

- I HAVE READ THE FOREGOING AGREEMENT AND RELEASE, AND FULLY UNDERSTAND IT.
- I WAS GIVEN UP TO TWENTY-ONE (21) DAYS WITHIN WHICH TO CONSIDER THIS AGREEMENT.
- I HAVE BEEN ADVISED TO CONSULT WITH LEGAL COUNSEL PRIOR TO SIGNING THIS AGREEMENT.
- 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 FURTHER ACKNOWLEDGE THAT IF I FAIL TO EXERCISE THIS RIGHT TO REVOKE, THIS AGREEMENT WILL BECOME A BINDING CONTRACT AS TO ITS TERM ON THE EIGHTH (8TH) DAY AFTER I SIGN THIS AGREEMENT. IF THIS AGREEMENT SHOULD BE REVOKED BY ME WITHIN THE TIME SET FORTH ABOVE, THIS AGREEMENT SHALL BE VOID AND DYS SHALL BE RELEASED FROM PERFORMANCE HEREUNDER.
- I NOW VOLUNTARILY SIGN THIS AGREEMENT AND RELEASE ON THE DATE INDICATED.

Wherefore, this Agreement has been signed and executed by Mary Moore and DYS, through its authorized representatives.

Mary Moore:



2/17/2014

Date

For DYS:



3/13/14

Date