

STATE OF OHIO  
STATE PERSONNEL BOARD OF REVIEW

PATRICK LUDWICK,

*Appellant,*

v.

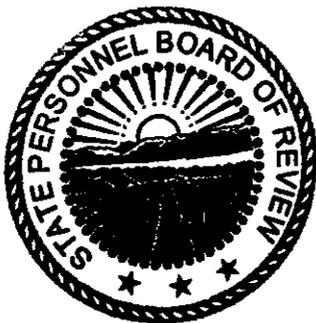
Case No. 12-REM-06-0114

RICHLAND COUNTY CHILDREN'S SERVICES BOARD,

*Appellee*

**ORDER**

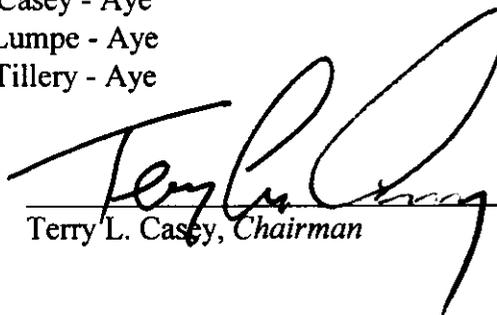
This matter came on for consideration on the motion of both parties that the Settlement Agreement attached hereto and incorporated herein by reference, be adopted. Being fully advised in the premises, the Board hereby orders that the attached settlement agreement be **ADOPTED**. Accordingly, the above-referenced 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, September 17, 2012.

  
Erin E. Conroy  
Clerk



## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

Richland County Children's Services and Patrick Ludwick hereby enter into this Settlement Agreement and Mutual Release on this 14<sup>th</sup> day of September, 2012.

WHEREAS, ~~Patrick Ludwick was employed by Richland County Children's Services~~ ("Children's Services") as a Social Worker #2;

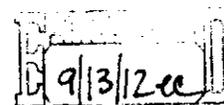
WHEREAS, Mr. Ludwick was charged with petty theft and terminated by Children's Services; and

WHEREAS, Mr. Ludwick had contested his termination both through the Ohio Job and Family Services seeking unemployment compensation and with the State Personnel Board of Review for reinstatement and back pay, Case No. 12-REM-06-0114; and

WHEREAS, the parties wish to resolve all their disputes and settle these matters and dismiss any claims either side may have against the other; and

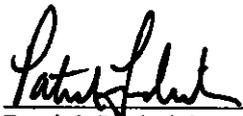
WHEREAS, the signing of this Settlement Agreement does not imply that either side admits any wrongdoing, and this Agreement constitutes an Accord and Satisfaction, the parties agree that the terms of this Settlement are as follows:

1. Patrick Ludwick will be reinstated once he has provided Children's Services verification from the Mansfield Municipal Court that he has successfully completed his diversion program and the case has been dismissed.
2. At that time Mr. Ludwick will be placed in Children's Services screening department resuming his most recent title and salary as a Social Worker #2.
3. Mr. Ludwick's health insurance would take effect pursuant to Richland County's plan.



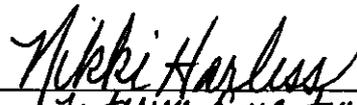
4. Mr. Ludwick will be reinstated as an employee and therefore serve no probationary period.
  5. Children's Services will not be responsible for any back pay or attorney's fees to Mr. Ludwick.
- 
6. LAST CHANCE AGREEMENT: Mr. Ludwick agrees that should he be charged with any form of theft within one year of the date of reinstatement, he will be subject to immediate termination. If Mr. Ludwick is convicted of theft from that charge, he knowingly and voluntarily waves his right to file an appeal with the State Personnel Board of Review as to any termination or suspension due to that charge of theft. Once one year has passed from his reinstatement if no charges have been filed then his employment record will be cleared of anything to do with this incident.
  7. Children's Services will not appeal the Hearing Officer's determination that Mr. Ludwick is entitled to unemployment compensation and Mr. Ludwick will withdraw his pending appeal to the State Personnel Board of Review. All claims between the parties are hereby settled.

Employee

  
Patrick Ludwick

01/28/12

On behalf of Richland County  
Children's Services Board

  
Its Nikki Harless  
Interim Executive Director