

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

Betty M. Taylor,

Appellant,

v.

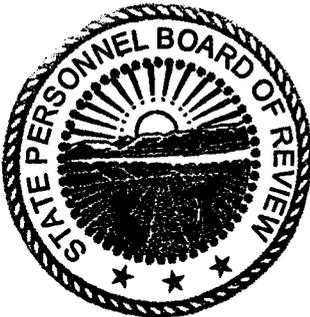
Case No. 2013-REC-01-0009

Department of Mental Health, Central Office, and
Department of Administrative Services,

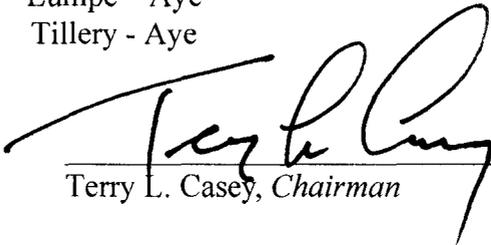
Appellees.

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, February 13, 2014.



Clerk

2/13/14 ac

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

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1/2/2014 10:00

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Agreement") is made and entered into by and between Betty Taylor ("Taylor" as defined below) and the Ohio Department of Administrative Services ("DAS" as defined below) and the Ohio Department of Mental Health and Addiction Services ("OhioMHAS" as defined below).

WHEREAS, Taylor filed with the State Personnel Board of Review ("SPBR") Case No. 13-REC-01-0009, which is currently pending before SPBR ("Administrative Action"); and

WHEREAS, the Parties wish to bring a complete, final and irreversible end to any and all claims and/or disputes among the Parties, and to reach a full and final settlement relating to said claims and/or disputes, regarding Taylor's reclassification and the Administrative Action, on the terms set forth in, and as of the Effective Date of this Agreement;

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

1. **Effective Date.** The Effective Date of this Agreement shall be the earliest date upon which all the Parties to this Agreement have executed this Agreement. The Agreement may be executed by the parties within one original or in counterparts.

2. **Consideration.**

A. **As for Taylor's Consideration**

1. **Waiver and Release:** Taylor, on behalf of herself and her past or present family, heirs, assigns, personal representatives, executors, agents, and all others who may claim under or through her, does hereby fully, finally and forever release, hold harmless from and against, waive and forever discharge DAS and OhioMHAS, including their past and present officers, directors, trustees, employees and agents, of or from any and all claims, actions, causes of action, suits, debts, liability, or demands whatsoever, whether known or unknown, suspected or unsuspected, vested or contingent, in law, equity, or otherwise arising out of Taylor's employment with OhioMHAS up to the Effective Date of this Agreement.

Taylor represents and warrants that she has not assigned or otherwise transferred any right to any other person to assert any claims of any kind or character against DAS and OhioMHAS, and she agrees to indemnify and hold DAS and OhioMHAS harmless from and against any such claims to be asserted by any other party.

2. **Complete Dismissal:** Within fourteen (14) days of the Effective Date of this Agreement, Taylor agrees to dismiss, with prejudice, the Administrative Action, currently captioned Case No. 13-REC-01-0009.

B. **As for DAS's and OhioMHAS's Consideration**

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1. **Reclassification:** DAS and OhioMHAS agree to retroactively reclassify Taylor to a Fiscal Officer 3 classification with OhioMHAS. The effective date of the retroactive reclassification will be March 10, 2013.

3. **Non-Admission.** The terms set out in the Agreement are a compromise settlement of disputed claims, the validity, existence or occurrence of which are expressly denied by DAS and OhioMHAS. Neither the terms nor the Agreement shall be deemed or construed as an admission by DAS or OhioMHAS of any wrongful acts whatsoever, nor does it act as an acknowledgement of the validity of any claim, charge, liability or cause of action asserted, it being expressly understood that DAS and OhioMHAS deny all such claims in all respects.

4. **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 Taylor a prevailing party for any purpose, including but not limited to an award of attorney fees under any applicable statute or otherwise. Each Party fully understands the meaning and intent of this Agreement, including but not limited to its 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 fully understands all of the provisions of this Agreement, and that the execution of this Agreement is a knowing and voluntary act.

5. **Entire Agreement.** The Parties to this Agreement represent and affirm that this is a fully integrated agreement, that this Agreement sets forth the entire agreement between the Parties hereto, that no other conditions previously discussed either during or outside of settlement discussions may be interpreted as being a part of this Agreement, and that this Agreement fully supersedes any and all prior discussions, agreements, transmissions or understandings between the Parties or their representatives regarding the subject matter of this Agreement.

6. **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 this 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 this Agreement.

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7. Age Discrimination in Employment Waiver.

Betty Taylor
PLEASE READ CAREFULLY BEFORE SIGNING

PURSUANT TO THE AGE DISCRIMINATION IN EMPLOYMENT ACT, 29 U.S. § 621 *ET SEQ.*, A WAIVER OF RIGHTS CANNOT APPLY TO AGE DISCRIMINATION CLAIMS ARISING IN THE FUTURE. BY SIGNING BELOW, TAYLOR HEREBY STATES AS FOLLOWS: 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 WILL BECOME A BINDING CONTRACT AS TO ITS TERMS ON THE EIGHTH (8TH) DAY AFTER I SIGN THIS AGREEMENT. I NOW VOLUNTARILY SIGN THIS AGREEMENT AND RELEASE ON THE DATE INDICATED. IF THIS AGREEMENT SHOULD BE REVOKED BY ME WITHIN THE TIME, THIS AGREEMENT SHALL BE VOID AND DAS AND OhioMHAS SHALL BE EXCUSED FROM PERFORMANCE HEREUNDER.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and date indicated below their respective signatures.



Betty Taylor

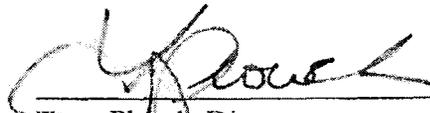


Robert Blair, Director
Department of Administrative Services

12-4-13

DATE

DATE



Tracy Plouck, Director
Ohio Department of Mental Health
and Addiction Services

12/10/13

DATE