

STATE OF OHIO
STATE PERSONNEL BOARD OF REVIEW

Gene A. Cockrell,

Appellant,

v.

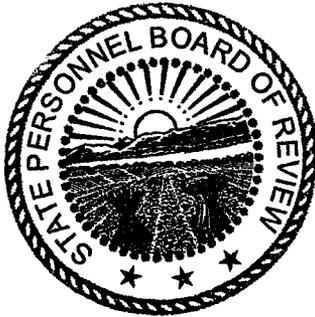
Case No. 2013-REM-04-0103

Knox County, Knox Area Transit

Appellee.

ORDER

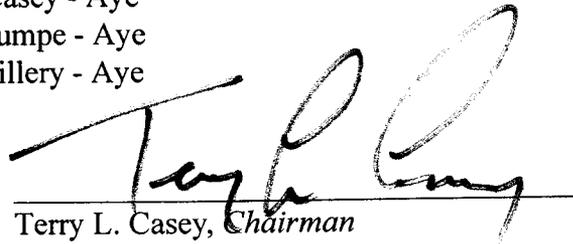
This matter came on for consideration on the filing of a Settlement Agreement, attached hereto and incorporated herein by reference. Being fully advised in the premises, the Board hereby orders that the attached settlement agreement is **ADOPTED** and the appeal is **DISMISSED**.



Casey - Aye

Lumpe - Aye

Tillery - Aye


Terry L. Casey, *Chairman*

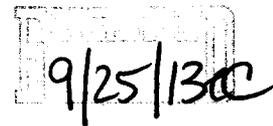
CERTIFICATION

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 September 25, 2013.


Clerk

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


9/25/13

SETTLEMENT AGREEMENT

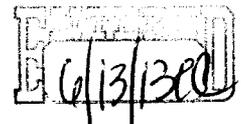
I. Parties

- A. Knox Area Transit, Knox County, ("the Employer"); and
- B. Gene Cockrell, ("Mr. Cockrell").

II. Terms

In consideration of the covenants, agreements and representations hereinafter set forth, the Parties, and each of them, agree as follows:

- A. The Employer shall pay Mr. Cockrell for 230.5 hours of non-FLSA compensatory time at a rate of pay of \$17.00. Such payment shall be made in a lump-sum check. Mr. Cockrell agrees this is the only moneys due him. This payment shall be made in compliance with federal, state, and local tax regulations.
- B. The Employer shall provide a letter of neutral reference for Mr. Cockrell consisting of rates of pay, position(s) held, and dates of employment.
- C. The Employer shall prepare and place a letter in Mr. Cockrell's personnel file indicating that charges filed against Mr. Cockrell on or about April 12, 2013 shall be rescinded, also indicating he resigned from the Employer.
- D. Mr. Cockrell shall immediately notify the State Personnel Board of Review to withdraw his pending SPBR appeal with prejudice (Case No. 13-REM-04-0103). Mr. Cockrell agrees to not file a subsequent appeal with the SPBR.
- E. Both parties agree to mutual non-disparagement. If Mr. Cockrell is found to have breached this Section of the Agreement, he shall forfeit any payment made to him hereunder. Nothing herein shall prevent either party from making any truthful statement in connection with any legal proceeding or investigation by any governmental authority.
- F. This Agreement shall remain confidential by Mr. Cockrell, other than for disclosure to legal counsel, tax advisors, immediate family, or by court order. The Employer will place this Agreement in a separate file (besides his personnel file) to be retained in accordance with the Employer's record retention schedule. This Agreement shall remain confidential, except to the extent required by law or if needed to enforce or prove the existence of said Agreement.
- G. The Parties agree that this document shall not constitute or be used as an admission of any wrongdoing on the part of either party.

A rectangular stamp containing the date "6/13/13" and a handwritten signature or initials over it.

- H. This document constitutes a final and complete statement of the Agreement between the Employer and Mr. Cockrell. Mr. Cockrell has also agreed to a general release in this Agreement.
- I. Mr. Cockrell acknowledges he had twenty-one (21) days to consider said Agreement.
- J. Mr. Cockrell has seven (7) days from execution of this Agreement to revoke acceptance of this Agreement, and should he do so, it shall be by providing such revocation in writing to the person of Emily Marth, County Risk Manager/HR. Should Mr. Cockrell revoke acceptance, both parties return to their original legal status.
- K. No moneys shall be paid pursuant to this Agreement by the Employer until eight (8) days following the execution of the Agreement.
- L. Mr. Cockrell releases the Employer, its Board members, its assigns, its consultants, its advisors, its attorneys and employees, past and present, collectively or individually, from any and all claims, demands, causes of actions, losses and expenses of every nature whatsoever, known or unknown, arising up to and including the date on which Mr. Cockrell executes this Agreement, including but not limited to any claims arising out of or in connection with his employment with the Employer. These claims include, but are not limited to, breach of express or implied contract, intentional or negligent infliction of emotional harm, libel, slander, claims under the Age Discrimination in Employment Act (ADEA) of 1967, 29 U.S.C. § 621, et seq., Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq., the American with Disabilities Act (ADA), as amended, 42 U.S.C. § 12111, et seq., Title VII of the Civil Rights Act, 42 U.S.C. § 2000e, et seq., 29 U.S.C. § 2601 et seq., Family and Medical Leave Act (FMLA), claims under R.C. 124, claims under R.C. 4112, and any other federal, state, or local employment laws, statutes, public policies, orders, or regulations. This release shall not apply to breach of this Agreement.
- M. Mr. Cockrell acknowledges that he entered into this Agreement knowingly and voluntarily and had an opportunity to have legal counsel review the contents of this Agreement.
- N. The provisions of this Agreement are severable; if any part of this Agreement is determined to be unenforceable, the remaining provisions shall remain in force and effect.

SIGNATURE PAGE TO FOLLOW

IT SO AGREED:



Paula Bennett
For the Employer

6-7-13
Date



Gene A. Cockrell

6-7-13
Date