

STATE OF OHIO
STATE PERSONNEL BOARD OF REVIEW

Tracy Wilson,

Appellant,

v.

Case No. 2014-REM-04-0088

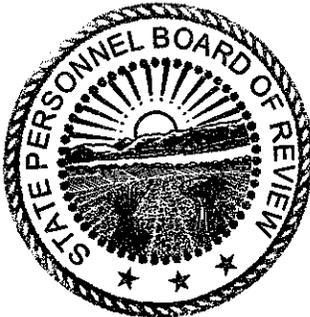
Jackson County Job and Family Services,

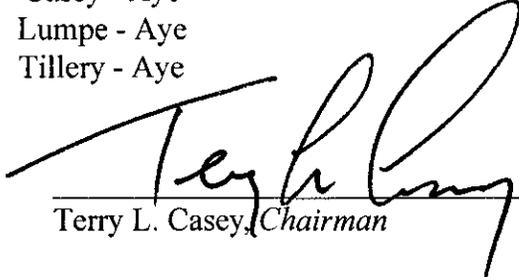
Appellee,

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

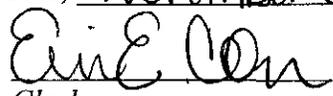



Terry L. Casey, *Chairman*

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 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, November 20, 2014.


Clerk

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

copy

SETTLEMENT AGREEMENT

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STATE PERSONNEL BOARD OF REVIEW

I. Parties

- A. Jackson County Department of Job and Family Services, Jackson County, ("the Employer"); and
- B. Tracy Wilson, ("Ms. Wilson").

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 Ms. Wilson a lump-sum check in the amount of nine thousand one hundred twelve dollars and forty cents (\$9,112.40) within fourteen (14) days of execution of this Agreement. This payment shall be made subject to federal, state, and local tax regulations. Ms. Wilson agrees this is the only monies due her. Ms. Wilson is responsible for any tax obligations.
- B. Ms. Wilson shall withdraw her pending appeal before the State Personnel Board of Review ("the Board") and shall not file any other appeal related to her separation from employment before the Board.
- C. Both parties agree to mutual non-disparagement. If Ms. Wilson is found to have breached this Section of the Agreement, she shall forfeit any payment made hereunder. If requested, the Employer shall provide a neutral reference consisting only of position, rates of pay, and dates of employment. Nothing herein shall prevent either party from making any truthful statement in connection with any legal proceeding or investigation by any governmental authority.
- D. This Agreement shall remain confidential by Ms. Wilson, other than for disclosure to legal counsel, tax advisors, immediate family, or by court order. The Employer will place this Agreement and any other documents related to Ms. Wilson's separation in a separate file (besides her 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.
- E. The Parties agree that this document shall not constitute or be used as an admission of any wrongdoing on the part of either party.
- F. This document constitutes a final and complete resolution between the Employer and Ms. Wilson. Ms. Wilson has also agreed to a general release in this Agreement.

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- G. Ms. Wilson releases the Employer, its Director, 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 Ms. Wilson executes this Agreement, including but not limited to any claims arising out of or in connection with her 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., 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., Genetic Information Nondiscrimination Act (GINA), 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.
- H. Nothing in this Agreement is intended to, or shall, interfere with Ms. Wilson's rights under federal, state, or local civil rights or discrimination laws to file or otherwise institute a charge of discrimination, to participate in a proceeding with any appropriate federal, state, or local government agency enforcing discrimination laws, or to cooperate with such agency in its investigation, none of which shall constitute a breach of the non-disparagement or confidentiality clauses of this Agreement. Ms. Wilson shall not, however, be entitled to any relief, recovery or monies in connection with any such action brought against any of the Released Parties, regardless of who filed or initiated any such complaint, charge, or proceeding.
- I. Ms. Wilson acknowledges that she entered into this Agreement knowingly and voluntarily and had an opportunity to have legal counsel review the contents of this Agreement.
- J. 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.
- K. This Agreement may be executed electronically.

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SIGNATURE PAGE TO FOLLOW

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IT SO AGREED:

Jimmy Delorme-Smith
For the Employer

09/17/2014
Date

Tracy Wilson
Tracy Wilson

9-16-14
Date

WPS/HR/RES/STATE/PERSONNEL/DOCS