

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

Toni Basse,

*Appellant,*

v.

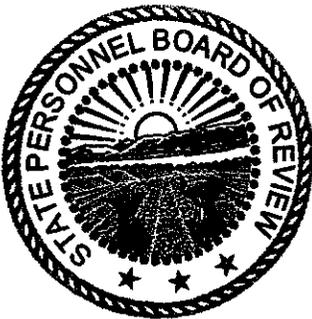
Case No. 2016-REC-02-0019

Department of Rehabilitation & Correction,  
and  
Department of Administrative Services,

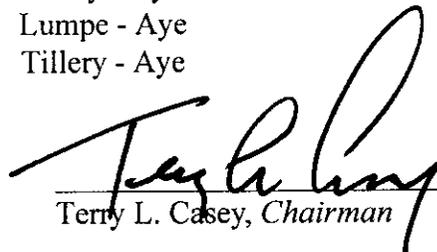
*Appellees,*

**ORDER**

This matter came on for consideration on the motion of Appellant that the Withdrawal attached hereto be adopted. Being fully advised in the premises, the Board hereby orders that the attached withdrawal, incorporated herein by reference and made a part of the case file in this appeal, be **ADOPTED**. Accordingly, the above-referenced appeal is hereby **DISMISSED**.



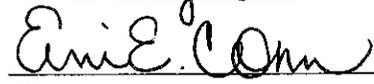
Casey - Aye  
Lumpe - Aye  
Tillery - Aye

  
\_\_\_\_\_  
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, May 06, 2016.

  
\_\_\_\_\_  
*Clerk*

### SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of all Claims ("Agreement") is made and entered into by and between Toni Basse ("Basse"), the Ohio Department of Rehabilitation & Correction, Southeastern Correctional Institution, ("DRC"), and the Department of Administrative Services ("DAS" as defined below).

WHEREAS, Basse requested a position audit from the Department of Administrative Services ("DAS"), believing she was performing the job duties of a Program Administrator 3 ("PA3") or Health Planning Administrator 2 (HPA 2) and should properly be classified as such; and

WHEREAS, DAS determined that Basse was performing the job duties of an Administrative Professional 3; and

WHEREAS, Basse filed an appeal of her position reclassification and reduction from a Program Administrator 2 ("PA2") to an Administrative Professional 3 with the State Personnel Board of Review ("SPBR" or "Board") styled as Case Nos. 12016-REC-02-0019, which is currently pending before the Board.

WHEREAS, the Parties desire to resolve any and all disputes relating to Basse's re-classification and reduction in pay and position, including, but not limited to, those claims embodied in the above-mentioned appeals filed with the SPBR.

NOW, THEREFORE, the Parties agree as follows:

1. **Parties.** This Agreement is entered into on behalf of, and shall extend to Basse, her immediate family, heirs, assigns, personal representative, executors, agents and administrators (herein collectively referred to as "Basse"); to DRC, its successors, assigns, officers, directors, employees, and agents, both past and present (herein collectively referred to as "DRC"); and to DAS, its successors, assigns, officers, directors, employees, and agents, both past and present (herein collectively referred to as "DAS").
2. **Intent.** Except as specifically set forth in this settlement agreement, Basse, DRC, and DAS wish to bring to a complete, final and irreversible end to any and all claims and/or disputes which arose or which could arise from Case No. 2016-REC-02-0019 and to reach a full and final settlement of all matters and claims, of any nature, as of the date this Agreement is executed. This Agreement does not set a precedent for any future cause of actions that may arise with any administrative body or court of law, including the SPBR. This Agreement does not set a precedent for future agreements, or the negotiation of agreements, that may arise between the Parties following the execution of this Agreement.

2. **Consideration.** In consideration of the mutual promises and agreements set forth herein, the Parties agree as follows:

**A. As for Toni Basse's Consideration:**

1. Basse agrees to withdraw Case No. 2016-REC-02-0019 upon the execution of this Agreement.
2. Basse agrees to execute a Notice of Withdrawal of Appeal and shall cause such Notice of Withdrawal of Appeal to be filed with the SPBR within seven (7) days of the execution of this Agreement by all the Parties.

**B. As for DRC's Consideration:**

1. DRC agrees that the position currently filled by Basse will continue to be classified as a Program Administrator 2, pay range 12, State Classification No. 63123. Basse will continue to perform the duties of a PA2 and be compensated at the applicable pay rate, subject to applicable ODRC rules, regulations and policies and the Ohio Revised Code and Administrative Code, and that, in no event, will Basse suffer a loss in pay or any other adverse action in retaliation for filing an appeal of the aforementioned audit determination.
2. DRC agrees to ensure that Basse, while employed as a PA2, is executing the duties assigned to that classification as specified by the classification specifications and assigned position description.

**C. As for DAS' Consideration**

1. DAS agrees not to challenge DRC's classification of the position as a Program Administrator 2, with the express understanding that the duties conform with those established by DAS's classification specification.
3. Release of All Claims and Dismissal of All Charges and Legal Actions in relation to Case No. 2016-REC-02-0019. Basse does hereby fully, finally, and forever release and waive any and all claims and rights which she may have against DRC and DAS, their officers, directors, employees, and representatives, both in their individual or official capacity, and do hereby specifically quitclaim, release, and forever hold harmless from and against any and all claims, liability, causes of action, compensation, benefits, damages, attorney fees, costs or expenses, of whatever nature or kind which have arisen or which could have arisen from Basse's employment with DRC or her claims in Case No. 2016-REC-02-0019 at any time up to and including the date of execution of this Agreement.

Such rights, claims, causes of action or liability shall include, but not be limited to, those arising or which might arise out of intentional infliction of emotional distress, harm or illness, intentional injury or intentional tort, or any other facts;

the Fair Labor Standards and Equal Pay Acts; Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1964 as amended, the Civil Rights Act of 1991 as amended; the United States Constitution; the Civil Rights Act of 1866 or 1871(42 U.S.C. Sections 1981, 1983, 1985, *et. seq.*); the Americans with Disabilities act, the Age Discrimination in Employment Act; Chapter 4112 of the Ohio Revised Code and any other provision of the Ohio Revised Code, not filed and existing as of the date of this Agreement; 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 have transpired at any time up to and including the date of execution of this Agreement.

Basse's release of claims shall include, but not be limited to Case No 2016-REC-02-0019, now pending before the SPBR and any and all grievances, arbitrations, mediations, and all other complaints of any sort which have arisen or could have arisen from Basse's employment with DRC up to and including the date on which this Agreement is executed. Basse 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 DRC or DAS, and agrees to indemnify and hold DRC and DAS harmless from and against any such claims to be asserted by any other party.

5. **Non-Admission.** The terms set out in the Agreement are a compromise settlement of disputed claims, the validity, existence or occurrence of which is expressly denied by DRC and DAS. Neither the terms nor the Agreement shall be deemed or construed as an admission by DRC and DAS of any wrongful acts whatsoever by or against Basse or any other person, nor does any arrangement(s) made with Basse constitute an acknowledgment of the validity of any claim, charge, liability or cause of action asserted, it being expressly understood that all such claims are in all respects denied by DRC and DAS. Likewise, Basse makes no admission concerning the merits of her appeal by accepting the terms of this agreement.
6. **General Terms.** The Parties to this Agreement represent and affirm that the only consideration for their agreement and execution are the terms stated above; 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 any to execute this Agreement, and that no other compensation, benefits, or prerequisites other than those specified in the foregoing Agreement shall be involved or claimed; that this Agreement shall not be interpreted to render Basse a prevailing party for any purpose, including but not limited to an award of attorney fees under any applicable statute or otherwise; and that each fully understands the meaning and intent of this Agreement, including but not limited to their final and binding effect. Basse further acknowledges that she has had the opportunity to consult counsel, if so desired, concerning and before executing this Agreement and that the execution of the Agreement is by knowing and voluntary act.
7. **Constriction 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 part of the Agreement. NOTHING HEREIN SHALL BE CONSTRUED TO APPLY TO ANY FUTURE CLAIMS OR CAUSES OF ACTION OR ADMINISTRATIVE ACTIONS WHICH MAY ACCRUE TO BASSE SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT AND THE DISMISSAL OF THE SUBJECT APPEAL.

**NOTICE: TONI BASSE, PLEASE READ CAREFULLY BEFORE SIGNING:**

PERSUANT 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. 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 SET FORTH ABOVE, THIS AGREEMENT SHALL BE VOID AND ODT SHALL BE EXCUSED FROM PERFORMANCE HEREUNDER.

This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any and all prior discussions, agreements, transmissions or understandings between the Parties or their representatives.

The undersigned Parties state that they have carefully read the foregoing and understand the contents thereof, and that they execute the same as their own free and

Toni Basse  
Employee

4/12/16  
Date

RFB  
Department of Administrative Services

4/13/16  
Date

Gary C. Mahler  
Department of Rehabilitation and Correction

4/12/16  
Date