

STATE OF OHIO  
STATE PERSONNEL BOARD OF REVIEW

DAVID S. DOMBROSKY,

*Appellant,*

v.

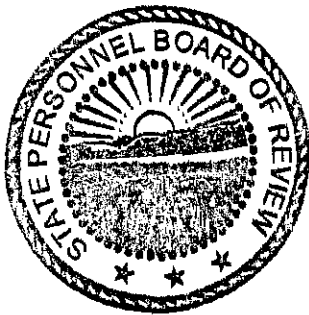
Case No. 06-REC-02-0031

CUYAHOGA COUNTY BOARD OF COMMISSIONERS,  
AND  
CUYAHOGA COUNTY OFFICE OF HUMAN RESOURCES,

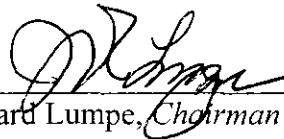
*Appellees.*

**ORDER**

This matter came on for consideration on the motion of all parties that the Settlement Agreement and Release of Claims attached hereto and incorporated herein by reference, be adopted. Being fully advised in the premises, the Board hereby orders that the attached settlement agreement and release of claims be **ADOPTED**. Accordingly, the above-referenced appeal is hereby **DISMISSED**.



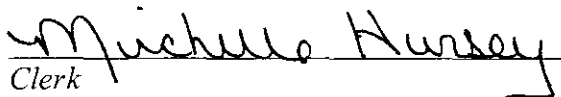
Lumpe – Aye  
Booth – Aye  
Tracy – Aye

  
\_\_\_\_\_  
J. Richard Lumpe, *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, MARCH 8, 2007.

  
\_\_\_\_\_  
Michelle Hursey  
*Clerk*

3/8/07  
MLH

**SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

STATE PERSONNEL  
BOARD OF REVIEW  
2007 MAR -5 AM 11:53

This Settlement Agreement and Release of Claims ("Agreement") is made and entered into by and between **David S, Dombrosky**("Appellant") and the **Cuyahoga County Board of Commissioners and Cuyahoga County Office of Human Resources** ("Cuyahoga County").

**WHEREAS**, Appellant has filed Case Number 06-REC-02-0031 now pending before the State Personnel Board of Review ("SPBR") concerning his proper job classification in his employment with Cuyahoga County; and

**WHEREAS**, all parties desire to resolve any and all disputes regarding Appellants proper job classification with Cuyahoga County.

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

1. **Parties.** This Agreement is entered into on behalf of, and shall extend to: "Appellant" to include their immediate family, heirs, assigns, personal representatives, executors, agents and administrators; and to "Cuyahoga County", which includes its successors, assigns officers, directors, employees and agents, both past and present.

2. **Intent.** Except as specifically set forth herein, Appellant and Cuyahoga County wish to bring a complete, final and irreversible end to any and all claims and/or disputes which arise or which could have arisen from the Case Number set forth above, and to reach a full and final settlement of all matters and claims, of any nature whatsoever, concerning his job classification as of the date of execution of this Agreement.

INTERFILE  
3/5/07 MLP

3. **Consideration.** In consideration of the mutual promise and agreements set forth herein, the parties agree as follows:

A. As for Appellants Consideration:

As consideration for settlement of this matter, Appellant agree as follows:

1. Withdrawal of Claims. Upon execution and implementation of the terms of this Agreement, Appellant shall withdraw his appeal pending before the SPBR in the Case Number set forth above.
2. Waiver of Claims. Appellant agrees to execute the release and waiver of any and all legal claims or causes of action that they may have against Cuyahoga County as a result of his job classification, which release and waiver is contained herein.

B. As for Cuyahoga County's Consideration:

1. Change in Job Classification: Appellant shall be reclassified to Deputy Director, Classification Number 1051311, effective August 7, 2005.
2. Compensation: Appellant's rate of will be as follows:  
Effective 08/07/05: Pay Range 16 Step 3 \$30.60 hr.  
Effective 11/27/05: Pay Range 16 Step 4 \$31.43 hr.  
Effective 12/25/05: Pay Range 16 Step 3 \$32.46 hr.  
Effective 12/25/06: Pay Range 16 Step 3 \$33.43 hr.

---

4. **Release of All Claims and Dismissal of All Charges and Legal Actions.** Appellant hereby fully, finally and forever release, hold harmless from and against, waive and forever discharge the Cuyahoga County employees, agents and agencies, of or from any and all claims, actions and causes of actions, suits, debts, liability, demands whatsoever, in law or in equity, which they ever had or may now have, whether known or unknown, with respect to his job classification up to the date of this Agreement.

5. **Non-Admission.** The terms set out in the Agreement are a compromise settlement of disputed claims. This Agreement shall not be deemed or construed as an admission by any party of any wrongful acts whatsoever, nor does this Agreement constitute an acknowledgement of the validity of any claim, charge, liability or cause of action asserted by Appellants.

6. **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 an persons or entity to cause either 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. This Agreement shall not be interpreted to render Appellant prevailing parties for any purpose, including, but not limited to, an award of attorney fees under any applicable statute or otherwise. All parties fully understand the meaning and intent of this Agreement, including, but not limited to, their final and binding effect. All parties further acknowledge that before executing this Agreement, that they have consulted counsel and carefully read and fully understand all

---

of the provisions of this Agreement, and that the execution of this Agreement is a knowing and voluntary act. The parties hereby acknowledge that the Appellants reclassification pursuant to this Agreement requires approval by the Board of County Commissioners, and the terms of this Agreement shall not be binding on the County until the Agreement is fully executed by the parties and the Board of Commissioners approves the personnel action(s).

7. **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 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 to be part of the Agreement.

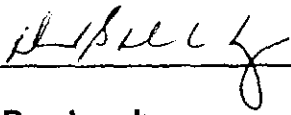
This Agreement set forth the entire agreement between the parties hereto, and fully supersedes any and all prior discussions, agreements, transmissions or understandings between the parties or their representatives.

STATE PERSONNEL  
BOARD OF REVIEW

2007 MAR -5 AM 11:53

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 VOLUNTARY ACT.

**IN WITNESS WHEREOF**, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DAY  
AND DATE INDICATED NEXT TO THEIR RESPECTIVE SIGNATURES.

  
\_\_\_\_\_  
David Dombrosky

01-25-07  
\_\_\_\_\_  
Date


**FOR THE CUYAHOGA COUNTY BOARD OF COMMISSIONERS:**

  
\_\_\_\_\_  
OFFICE OF HUMAN RESOURCES

2/8/07  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
DEPARTMENT OF SENIOR & ADULT SERVICES

2-8-2007  
\_\_\_\_\_  
Date

  
Office of Health & Human Services 2/8/07