

STATE OF OHIO
STATE PERSONNEL BOARD OF REVIEW

Kathryn J. Bennett,

Appellant,

v.

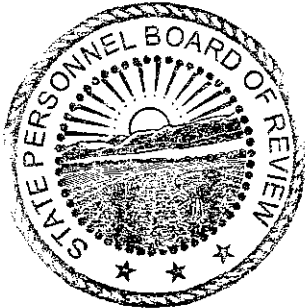
Case No. 07-REM-02-0059

Clark County Engineer,

Appellee.

ORDER


This matter came on for consideration on the motion of both parties that the Settlement and Release Agreement attached hereto and incorporated herein by reference, be adopted. Being fully advised in the premises, the Board hereby orders that the attached settlement agreement 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, August 15, 2007.



Clerk

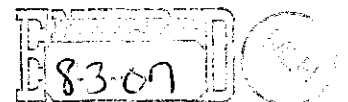
8-15-07

STATE PERSONNEL
BOARD OF OHIO

SETTLEMENT AND RELEASE AGREEMENT 2007 AUG -3 AM 11:46

This Settlement and Release Agreement is made and entered into by and between **Kathryn J. Bennett** (hereinafter "Employee") of Clark County Ohio and the Clark County Engineer's Office (hereinafter also "Employer"). In consideration of the mutual promises and agreements set forth herein the parties hereby agree as follows:

- 1) RESIGNATION AND DISMISSAL. The Employee does hereby withdraw and dismiss SPBR Case No **07-REM-02-0059** and tenders her resignation from the Employer effective February 12, 2007. The Employer hereby accepts that resignation. Employer agrees to withdraw the termination action and instead accept Employee's resignation referenced above. The Employee will not seek re-employment with the Employer.
- 2) PERSONNEL FILE. Employer further agrees to withdraw from Employee's personnel file all documentation, notes, correspondence and notices concerning the alleged conduct which was the immediate subject of Employee's termination. The parties acknowledge, however, that the Employer must comply with State and Federal guidelines concerning the disclosure of drug and alcohol testing/screening, and must comply with public records law.
- 3) JOB REFERENCES. Employee agrees to direct all inquiries related to her employment with Employer to Engineer Bruce Smith or Deputy of Operations Ned Weber. Only the Employee's dates of employment with Employer, positions held and the fact of her resignation will be disclosed in response. The parties acknowledge that Employer and its agents must, however, comply with a lawful subpoena or notice for disclosure of other information about Employee and her employment.
- 4) RELEASE. Employee, for herself, her heirs, executors, administrators, successors and assigns, agrees to release and forever discharge the Employer, its agents, servants, representatives and employees from, and waives her right to bring against them now or in the future, any and all claims, damages, demands, liabilities, equities and causes of action both known and unknown, legal and equitable, accruing or accrued to the Employee prior to the execution of the Agreement. This waiver and release encompasses all claims that may be brought pursuant to Federal or State statute or common law, including, but not limited to, laws concerning civil rights, discrimination, violations of Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family Medical Leave Act, violations of Ohio Rev. Code Chapter. 4112 and 4113, USC 1983, Workers Compensation Retaliation, unemployment compensation, violation of Ohio Public Policy,



and to any claims that may be asserted against Employer, its agents, servants, representatives and employees in either their official or individual capacities.

The parties agree and acknowledge that they have been given a reasonable period of time within which to consider this Agreement and to fully review and discuss the terms of this Agreement with their respective attorneys. The parties acknowledge that they understand and accept the terms of this Agreement and enter into it voluntarily.

and/or parties cons. (B)

The parties agree and acknowledge that this Agreement contains and comprises the entire agreement and understanding between the parties, that no other representation, promise, covenant or agreement of any kind whatsoever has been made to cause any party to execute this agreement, and that all agreements and understanding between the parties are embodied and expressed herein. The parties also agree that the terms of this Agreement shall not be amended or changed except in writing and signed by both parties or a duly authorized agent.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed.

Kathryn J. Bennett 8-3-07
Kathryn J. Bennett Date

Phil Co 8/3/07
Witness Date

Samuel Smith 8/03/07
For the Employer Date

Cliff Hadd 8-3-07
Witness Date