

STATE OF WISCONSIN
DEPARTMENT OF WORKFORCE DEVELOPMENT
EQUAL RIGHTS DIVISION

NICOLE R. TEASLEY,

Complainant,

v.

ERD Case Nos. CR201300273 &
CR201400862

STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES,

Respondent.

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

Complainant, Nicole R. Teasley, and her spouse, Lee Teasley, and the respondent, State of Wisconsin Department of Health Services (the "Department"), through its attorney Lara M. Herman (hereafter "the Parties"), hereby stipulate and agree as follows:

1. The Parties wish to resolve all complaints, claims, charges, demands and liabilities, of any kind or nature, known or unknown, whether filed or unfiled, arising out of the facts and circumstances which gave rise to Ms. Teasley's claims in the above-captioned cases pending before the Equal Rights Division ("ERD") of the Wisconsin Department of Workforce Development.

2. The Parties enter into this agreement to resolve all pending disputes and solely to avoid the expense of further litigation.

3. This Settlement Agreement and Release of Claims ("the agreement") is the full, final and complete resolution of all disputed claims and does not constitute an admission of liability or wrongdoing by the Department, or its employees or agents, and will

not be construed or portrayed as an admission of liability or wrongdoing on the part of the Department, its officers, employees or agents. Nicole R. Teasley will not claim otherwise publicly or to the media. The Department, its officers, employees and agents, has and continues to deny any wrongdoing.

4. Nicole R. Teasley, for herself, her heirs, and assigns, releases and discharges the Department, including its officers, employees, and agents, and the State of Wisconsin, including its officers, employees, and agents, from any and all claims, demands, or causes of action she has asserted, which she may have asserted, or which she could have asserted, which relate in any manner to the alleged facts and circumstances arising out of Ms. Teasley's employment with the Department, and the facts alleged in *Nicole R. Teasley v. State of Wisconsin, Department of Health Services*, ERD Case No. CR201300273, or *Nicole R. Teasley v. State of Wisconsin, Department of Health Services*, ERD Case No. CR201400862, or any other court or agency proceedings, whether based on state or federal law, and whether said claim, demand, or cause of action now exists or may hereafter accrue, is known or unknown, or is anticipated or unanticipated, arising from alleged acts or omissions up to and including the date on which she executes this agreement. Ms. Teasley so releases and so discharges all other persons, corporations, and entities whatsoever, governmental and nongovernmental alike, such as are classed as joint tortfeasors under the laws of the State of Wisconsin or the United States, completely barring any right of action against any such persons or entities whether or not named herein, which related in any manner to the alleged facts and circumstances arising out of Ms. Teasley's employment with the Department and the facts alleged in the above captioned cases. Said release and discharge extends to and includes, without limitation, any claims, demands or causes of

action whatsoever. Notwithstanding the foregoing, nothing in this agreement shall prevent either party from enforcing the terms of this agreement.

5. Nicole R. Teasley warrants and represents that she does not know of any persons, firms, corporations, associations, government entities, insurance companies, hospitals or other health care providers, or other third parties who have or may have rights against the parties released hereunder based upon subrogation, derivation or assignment resulting from or arising out of the transactions alleged in these cases. Ms. Teasley warrants and represents that any and all liens resulting from or arising out of either the cases or the transactions alleged in the cases will be fully satisfied out of the proceeds of the settlement amount noted below in paragraph 9. Ms. Teasley, for herself, her heirs, executors, administrators, agents and assigns, hereby agrees to indemnify and hold harmless all parties released hereunder, and their attorneys, of and from all loss, damage and expense, including all costs of defense and attorney fees, as a result of any claim based upon subrogation, derivation or assignment resulting from or arising out of these cases, any underlying agency proceedings, or the transactions alleged in the cases.

6. Ms. Teasley represents and states that she has not filed any complaints or charges against the Department with a local, state, or federal agency or court, other than the ones that serve as the basis for the above-referenced ERD cases. Ms. Teasley further represents and states that she will not file complaints or charges against the Department with a local, state, or federal agency or court relative to any matter occurring prior to the execution of this agreement.

7. This agreement is a full, final and complete compromise and settlement of disputed claims and the amount to be paid by the Department as herein recited is the sole consideration for this settlement.

8. In exchange for the promises made herein, Nicole R. Teasley, shall cause to be dismissed, with prejudice, the above-captioned cases pending before the Equal Rights Division, and any other related court or agency proceedings.

9. In exchange for the promises made herein and the dismissal of all pending matters, the Department will, within 30 days of the date this agreement is executed, issue a check made payable to Nicole R. Teasley in the amount of \$12,500.00 in full settlement. The Department will issue an IRS form 1099 to Ms. Teasley in accordance with law.

10. Any determinations as to the taxability or non-taxability of all or a portion of the settlement proceeds is the responsibility of Nicole R. Teasley and her tax advisor. Ms. Teasley accepts full responsibility for any and all of her own tax liability arising from this payment, and will hold the Department, its officers, agents and employees harmless from any liability arising from same.

11. All other damages, fees, and costs of any kind or type are hereby waived and forever discharged.

12. The parties agree that the Department will, within 10 days of the date this agreement is executed, remove from Nicole R. Teasley's March 26, 2013 Performance, Planning and Development Report the last full paragraph of comments at the end of the eighth page of the Report, as well as redact any reference to employee comments being attached. A copy of the revised and redacted PPD will be provided to Ms. Teasley within 10

days of the date this agreement is executed. Ms. Teasley maintains the right to inspect her personnel file or request a copy of it, consistent with Wis. Stat. § 103.13.

13. The parties agree that the Department will, within 10 days of the date this agreement is executed, remove from Nicole R. Teasley's personnel file the April 14, 2013 comments Ms. Teasley provided in response to the March 26, 2013, Performance, Planning and Development Report. Ms. Teasley maintains the right to inspect her personnel file or request a copy of it, consistent with Wis. Stat. § 103.13.

14. The parties agree that the Department will, within 10 days of the date this agreement is executed, review Nicole R. Teasley's personnel file and remove any documents believed to be related to the claims filed in these ERD cases and provide Ms. Teasley a notarized statement to that effect. Ms. Teasley maintains the right to inspect her personnel file or request a copy of it, consistent with Wis. Stat. § 103.13.

15. The parties agree that the Department will make every reasonable effort to refer all job references to Jennifer Jirschele or Jacquelyn Minor while they are in the employ of the Department. Both Ms. Jirschele and Ms. Minor have previously provided Ms. Teasley with the letters of reference attached to this agreement, and Ms. Teasley may continue to use these letters. Ms. Jirschele and Ms. Minor will not issue any other oral or written reference regarding Ms. Teasley, other than to confirm dates of employment, salary, and positions held, and to confirm the legitimacy of the job reference letters attached to this agreement that they previously provided. If Ms. Teasley chooses to provide as a reference a past or present employee of the Department, who is someone other than Ms. Jirschele or Ms. Minor, Ms. Teasley does so at her own risk, and will not hold the Department liable for any reference provided by the other person(s).

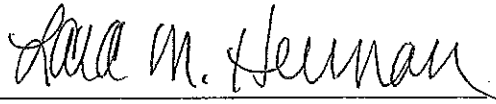
16. Lee Teasley joins in this agreement to the same extent as Nicole R. Teasley to extinguish any claim he might otherwise have by reason of his status as her spouse, namely, arising from alleged acts or omissions Ms. Teasley has, or could have, alleged up to and including the date on which this agreement is executed.

17. Nicole R. Teasley and Lee Teasley have read the foregoing and, by signing this agreement, represent that they each understand all its terms and have each had full opportunity to consult legal counsel and any other representatives for advice, and sign this agreement voluntarily and knowingly.

18. This agreement constitutes the entire agreement between the parties and may be modified only by written agreement of the parties.

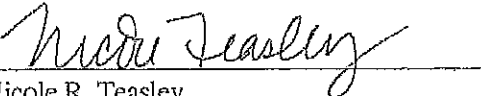
19. This agreement shall be effective as of the last date on which the parties sign on the lines provided below.

Date: 9/21/15



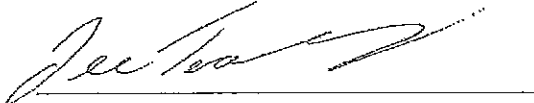
Lara M. Herman
Attorney for Respondent
Wisconsin Department of Health Services

Date: 9/18/2015



Nicole R. Teasley
Complainant

Date: 9-18-15



Lee Teasley
Spouse of Complainant, Nicole R. Teasley

Scott Walker
Governor



DIVISION OF ENTERPRISE SERVICES

BUREAU OF HUMAN RESOURCES
ROOM 572, 1 WEST WILSON STREET
P.O. BOX 7850
MADISON WI 53707-7850

Kitty Rhoades
Secretary

State of Wisconsin
Department of Health Services

Telephone: 608-266-1865
FAX: 608-267-2147
TTY: 888-701-1251
dhs.wisconsin.gov

March 4, 2014

To Whom It May Concern:

I am writing to recommend Nicole Teasley for a professional human resources position in your organization. I have had the pleasure of working with Nicole both as her direct supervisor and in her supervisory chain of command since 2010. I have worked with Nicole closely over the last four years, so I have a very good understanding of her skills and abilities.

Nicole's accomplishments while working in the Bureau of Milwaukee Enrollment Services (MILES) speak for themselves. She independently established a comprehensive human resources program for MILES, which included staffing the unit with over 350 positions in just six months. She also hired and trained a staff of her own during that time frame, which consisted of two HR Assistants and one Payroll and Benefits Specialist. Some of Nicole's duties while at MILES included staffing, classification, compensation, employment relations, policy and procedure development, and of course the supervision of her own staff.

In Nicole's current position, she provides critical services to the Bureau of Human Resources (BHR) as the Metrics and Recruitment Coordinator. She works with multiple stakeholders across our organization to develop quantitative data and metrics to help ensure that BHR is meeting its strategic goals. She represents the organization at job fairs and develops strategic recruitment ideas. And finally, Nicole has helped BHR in the state-wide development of an enterprise resources planning system by sharing her expertise as a subject matter expert in various fit-gap analysis sessions.

Because of the excellence and value that Nicole brought to her position, she was recognized with multiple Department of Health Services customer service awards, and she received an honorable mention for the Virginia Hart Special Recognition Award.

I believe that Nicole's experience and expertise would make her a great asset to your organization, and I am pleased to recommend her for hire.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jenny Jirschele".

Jenny Jirschele, Deputy Director
Bureau of Human Resources

Scott Walker
Governor



State of Wisconsin
Department of Health Services

DIVISION OF ENTERPRISE SERVICES

BUREAU OF HUMAN RESOURCES
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MADISON WI 53707-7850

Kitty Rhoades
Secretary

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March 7, 2014

To Whom it May Concern:

I would like to recommend Nicole Teasley as a candidate for the HR Management position with your organization.

I had supervised Nicole in her position as an HR Supervisor with the Department of Health Services. Nicole was responsible for three HR staff members overseeing payroll, staffing and employment relations for a bureau of 450 employees. This was a bureau that Nicole was responsible for accreting from Milwaukee County in 2010 and essentially built the HR foundation.

Nicole is one of the most detail oriented and analytical employees I have had the privilege of working with. Nicole is proactive, customer focused and extremely organized. Nicole also excels at data, metrics and research.

Nicole would be a tremendous asset to any organization and has my highest recommendation. If you have any questions with regard to her background or qualifications, do not hesitate to call me.

Sincerely,

A handwritten signature in cursive script, appearing to read "J. Minor".

Jacquelyn Minor
HR Section Chief, DHS

**SETTLEMENT AGREEMENT AND
AND RELEASE OF CLAIMS**

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS ("Agreement") is entered into by and between **DEBORAH PASHA JAMES** ("Pasha James") and the **WISCONSIN DEPARTMENT OF HEALTH SERVICES** (the "Department").

WHEREAS, Pasha James has filed the following claims/complaints against the Department:

- a. Pasha James v. Department of Health Services, WERC Case ID 2.0027 (PA);
- b. Pasha James v. Department of Health Services, ERD Case No: CR201503424.

WHEREAS, Pasha James and the Department wish to effect a final settlement of the claims/complaints,

WHEREAS, Pasha James and the Department wish to avoid the expense, burden, and uncertainties of further litigation.

NOW, THEREFORE, in consideration of the mutual covenants and additional consideration hereinafter set forth, Pasha James and the Department hereby agree as follows:

1. The Department agrees to remove from Pasha James' personnel file (a) the March 12, 2010 letter from Seth Foldy; (b) the October 2014 Work Directives; (c) PEP/PIP documentation between March and October 2015; and (d) the termination letter dated October 9, 2015. In place of the termination letter, the Department agrees to include a letter of resignation from Pasha James, effective October 9, 2015.
2. The Department agrees to issue a letter of reference, which is attached to this Agreement.
3. In exchange for the promises made herein, the Department shall cause to be paid the sum of Twenty Thousand Dollars and No Cents (\$20,000.00) by payroll check to Pasha James, with an IRS form W2 issued to be issued to her, in full settlement of these cases. Pasha James agrees that the amounts identified in this paragraph 3 constitute full and sufficient consideration for her promises and representations contained in this Agreement. Pasha James accepts full responsibility for any and all of her own tax liability arising from any payment from the settlement proceeds in paragraph 3, and will hold the Department and its officers, agents and employees harmless from any liability arising from same.
4. Pasha James represents that she has no other claims, charges, actions or cases filed or pending against the Department. In the event that any claim, charge, or action is filed by her or on her behalf against the Department alleging anything prior to the effective date of this Agreement, Pasha James agrees to immediately notify Respondent's attorney – Michael Gentry, Department of Administration at (608) 266-9810 and Michael.Gentry@Wisconsin.gov.

5. Pasha James shall dismiss/withdraw, with prejudice, within 10 days of this agreement, all claims/complaints by her against the Department including the following:
 - a. Pasha James v. Department of Health Services, WERC Case ID 2.0027 (PA);
 - b. Pasha James v. Department of Health Services, ERD Case No: CR201503424.
6. Pasha James agrees to file no further claims/complaints against the Department in any venue arising from events prior to this Agreement.
7. This Agreement is made in full, final, and complete compromise and settlement of any disputed claims between the Department and Pasha James and shall in no way be construed as an acknowledgement or admission by any of the parties of any liability or wrongdoing whatsoever under federal, state or local law. Additionally, this Agreement shall not establish any precedent or past practice.
8. The parties agree to keep the terms of this Agreement confidential to the extent permitted by law. This provision does not exempt disclosure under the Public Records Law, Wis. Stat. § 19.31 et. seq., or any other law. This provision also does not apply to other state agencies. Pasha James agrees for herself and the Department agrees that its managers shall not make professionally damaging comments regarding the other party.
9. Pasha James, on behalf of herself, her heirs, executors, and assigns, hereby irrevocably and unconditionally releases and discharges the Department, the State of Wisconsin, its respective agents, officers, representatives, and employees (whether past or present) from any and all grievances, claims, demands, rights, damages, costs, losses, suits, actions, causes of action, attorneys' fees and expenses of any nature whatsoever, in law or equity, known or unknown, arising from or by reason of any matter, act, omission, cause or anything whatsoever, whether known or unknown, foreseen or unforeseen, arising prior to the signing of this document (this Waiver does not apply to anything occurring subsequent to the signing of this Agreement). These include, without limitation, all claims by or on behalf of Pasha James that the Department ever committed any statutory violation or other wrong with respect to Pasha James arising out of Pasha James' employment with the Department or Pasha James' seeking employment with the Department.
10. Pasha James shall not seek or accept employment with the Department at any future time including, but not limited to, application for employment reinstatement (all reinstatement rights being expressly waived), transfer, appointment and otherwise. In the event such employment or attempt to obtain employment is discovered, Pasha James waives any and all appeal rights or claims through any forum to the actions which are taken by the Department as a result of that discovery.
11. This Agreement constitutes the complete understanding between the parties concerning all matters addressed herein. This Agreement shall supersede all prior agreements, understandings, and practices concerning such matters including, but not limited to, any

contracts, personnel documents, handbooks or policies and any prior customs or practices of the Department.

12. This document and its interpretation shall be governed and construed in accordance with the laws of Wisconsin. It shall be binding upon the parties hereto and their respective successors and assigns.

Deborah Pasha James

Department of Health Services

Deborah Pasha James 7/23/2016
Date

Michael Gentry
Michael Gentry
Attorney for DHS
Date