

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

BARTON L. BIBLER,

Employee,

vs.

DEPARTMENT OF ENVIRONMENTAL  
PROTECTION,

Agency.

---

SEPARATION SETTLEMENT AGREEMENT

*Whereas*, the Agency (DEP) has placed the Employee (Barton L. Bibler) on Compulsory Disability Leave, pursuant to Rule 60L-34.0061 (2) (a), FAC; and

*Whereas*, the Employee is now desirous of pursuing other employment opportunities and wishes to resolve all pending matters between he and the Agency and to avoid any future disputes;

*Now therefore*, the parties have agreed to settle this case as follows:

1. The Employee will tender, and the Agency will accept, a resignation by the Employee effective close-of-business, December 31, 2015, and the Agency will assure that its records are amended to reflect the same. The Employee's Agency probationary period shall be extended through January 4, 2016.

2. The Employee shall not return to work at the Agency offices but is authorized to work on agreed matters from home or elsewhere until the effective date of the aforesaid resignation or upon full-time re-employment, whichever occurs sooner. In the event of full-time re-employment before the effective date of resignation, all Agency salary payments to the Employee shall cease upon the start date of new full-time employment. The Employee agrees to give the Agency at least a 10 day notice prior to the new start date. Nothing herein authorizes the Employee to have paid full-time or part-time, dual employment, without express, prior Agency consent, as long as he is receiving salary payments from the Agency. However, there shall be no restrictions on his volunteer activities.

3. The Employee agrees to submit a Letter of Resignation, which will be placed into his personnel file. The Agency will not place this Separation Settlement Agreement nor any other related documents, into Employee's personnel file, nor shall such documents be released as such. The Agency will store this Separation Settlement Agreement electronically and in a separate file.

4. The Agency represents that its records reflect that Employee's leave balances as of the date of this agreement are approximately 22.75 hours of annual leave and 15.19 hours of sick leave. Upon separation from the Agency as provided for in this Separation Settlement Agreement, Employee will accrue and be paid for any outstanding annual or sick leave balances in accordance with state law. Additionally, and until such time, Employee will continue to accrue benefits of a full-time Agency employee as relevant to benefits through the Florida Retirement System; and Employee will receive such other benefits as he presently enjoys including but not limited to health insurance and any attendant continuation rights that ordinarily attend to said benefits.

5. The Agency will provide only the following information to any prospective employer or anyone else inquiring about the Employee:

- a. Beginning and ending date of employment.
- b. Position held.
- c. Rate of pay while employed.

The Employee has been advised by the Agency that only public records should properly be contained in his personnel file, because the Agency contends that personnel files are public record. The Employee and the Agency shall each, separately, direct all DEP job-reference and related communications pertaining to the subject employment, such as requests for employment verification, to the Agency's Bureau of Human Resources in Tallahassee, Florida. Other communications between the Agency and Employee pertaining to Employee's duties during the period that Employee is receiving salary following, pursuant to, and during the term of this Agreement, shall be between Employee and the Agency's Bureau of Human Resources.

6. The Employee, for himself, his attorneys, heirs, executors, administrators, successors, and assigns, does hereby fully finally and forever release and discharge the State of Florida, Department of Environmental Protection and its agents, representatives, and attorneys (collectively referred to as the "Agency"), of and from all claims, demands, actions, causes of action, suits, damages, losses and

expenses, of any and every nature whatsoever arising from any or all of the facts or circumstances which gave rise to this action, including, but not limited to the pending complaint filed with the Office of the Inspector General (Case No. II-01-03-2015-027), claims under the Health Insurance Portability and Accountability Act or the Americans with Disabilities Act, or any federal, state or administrative action or other claims that were or might have been asserted by or on behalf of the Employee against the Agency, Department of Environmental Protection, before the Public Employees Relations Commission and any other suits or charges filed or which may be filed by or on behalf of the Employee with any federal, state or local agency or court whatsoever relating to these particular facts or circumstances.

7. The State of Florida, Department of Environmental Protection and its agents, representatives, and attorneys (collectively referred to as the "Agency"), does hereby fully finally and forever release and discharge Employee his attorneys, heirs, executors, administrators, successors, and assigns,, of and from all claims, demands, actions, causes of action, suits, damages, losses and expenses, of any and every nature whatsoever arising from any or all of the facts or circumstances which gave rise to this action, including, but not limited to the pending complaint filed with the Office of the Inspector General (Case No. II-01-03-2015-027), claims under the Health Insurance Portability and Accountability Act or the Americans with Disabilities Act, or any federal, state or administrative action or other claims that were or might have been asserted by or on behalf of the Employee against the Agency, Department of Environmental Protection, before the Public Employees Relations Commission and any other suits or charges filed or which may be filed by or on behalf of the Employee with any federal, state or local agency or court whatsoever relating to these particular facts or circumstances.

8. The Employee and the Agency waive any right or power they may have to file a Department of Management Services grievance or an appeal with the Public Employees Relations Commission.


9. The Employee agrees not to apply for future employment with the Agency which employment would commence before January 1, 2017.

10. The Agency agrees not to contest the Employee's receipt of Unemployment Compensation should Employee seek such compensation.

11. Each party agrees to bear his or its own costs and attorney's fees.

12. The parties enter into this Settlement Agreement freely and voluntarily and intend to be bound by the terms hereof.

This Settlement Agreement is dated May 12, 2015.

  
BARTON L. BIBLER, Employee

  
LEONARD G. ZEILER  
Chief of Staff

  
THOMAS A. KLEIN  
Attorney for Agency