

Settlement Agreement

Carolyn S. Kelly, Appellant

v.

Wisconsin Department of Justice

Case #2, No. 68069, PA(adv)-139

In resolution of the charges and appeal in the captioned matter, the parties agree as follows:

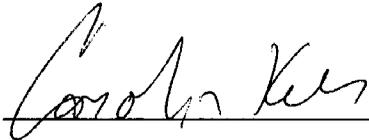
1. Carolyn Kelly admits the underlying conduct alleged in Charges 1 through 7 of the May 21, 2008 letter from the Department of Justice, but does not agree that this conduct is a work rule violation or contrary to Department policy;
2. The Department of Justice agrees to withdraw the charges outlined in Charge #8 of the May 21, 2008 letter, and to amend the charges in Charge #4 to withdraw the allegations of untruthfulness. The charging letter will be revised and reissued to reflect the changes set forth in Paragraphs 1 and 2 of this agreement;
3. Effective October 27, 2008, Carolyn Kelly will be reinstated to a Criminal Investigation Director position within the Division of Criminal Investigation of the Department of Justice, with duties, supervision and Madison location to be determined by the Department. The Department understands that her preference would be the Wisconsin Statewide Information Center;
4. Effective December 1, 2008, Carolyn Kelly will be placed on a paid leave of absence through January 1, 2009;
5. From January 1, 2009 through July 1, 2009, Carolyn Kelly will exhaust her personal, vacation and sabbatical time earned, and will use FMLA leave to cover the balance of the time;
6. Carolyn Kelly will retire from the Wisconsin Department of Justice effective July 1, 2009;
7. As Carolyn Kelly has no desire to be re-employed by the Department following her retirement, she agrees that she will neither seek nor accept re-employment to any position at the

Department. However, the parties reserve the right to waive this provision should the Department and Carolyn Kelly mutually determine at some future time that re-employment would be desirable;

8. The parties agree that they will seek to negotiate the payment of reasonable attorneys' fees for the Appellant's attorneys. In the event they are unable to reach agreement, the matter will be referred to the Hearing Examiner, who will establish a process for determining reasonable fees.

The undersigned have reviewed the terms of this agreement, which represents a full settlement of the dispute currently pending before the Wisconsin Employment Relations Commission (other than the fee question described in Paragraph 8).

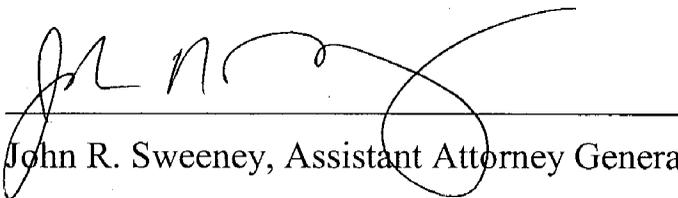
Signed this 20th day of October, 2008 at Madison, Wisconsin:



Carolyn S. Kelly, Appellant



Daniel Bach, Attorney for the Appellant



John R. Sweeney, Assistant Attorney General, Attorney for the Respondent