

STATE OF OHIO
STATE PERSONNEL BOARD OF REVIEW

Bonnie Kallay,

Appellant,

v.

Case No. 08-IDS-02-0036

Rehabilitation Services Commission,

Appellee.

ORDER

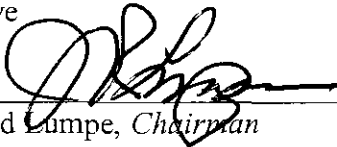
This matter came on for consideration on the motion of both parties that the Settlement Agreement attached hereto and incorporated herein by reference, be adopted. Being fully advised in the premises, the Board hereby orders that the attached settlement agreement be **ADOPTED**. Accordingly, the above-referenced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



Lumpe - Aye

Booth - Aye

Sfalcin - Aye

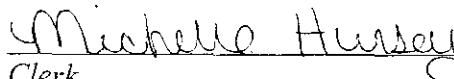


J. Richard Lumpe, *Chairman*

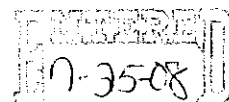
CERTIFICATION

The State of Ohio, State Personnel Board of Review, ss:

I, the undersigned clerk of the State Personnel Board of Review, hereby certify that this document and any attachment thereto constitute ~~(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, July 25, 2008.



Michelle Hursey
Clerk



FAX: 614-466-6539

Bonnie Kallay
101 Spring Creek Ct.
Johnstown, OH 43031
(614) 560-7315

State of Ohio Personnel Board of Review
65 E. State St., 12th floor
Columbus, OH 43215-4213

July 9, 2008

RE: Case No. 08-IDS-02-0036
Appellant: Bonnie Kallay
Appellee: Rehabilitation Services Commission

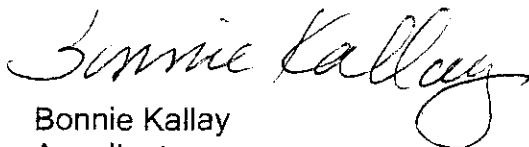
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To the State Personnel Board of Review,
Marcie M. Scholl, Administrative Law Judge:

I have signed a settlement agreement with Rehabilitation Services Commission, pertaining to my request for reinstatement, Case No. 08-IDS-02-0036, on July 9, 2008. RSC has agreed to my reinstatement to employment effective July 20, 2008.

I have attached a copy of the signed agreement that has been returned to Mr. Tim Miller, Assistant Attorney General, by my attorney, Mr. James Childress.

As the Appellant, I am requesting that the hearing pertaining to Case No. 08-IDS-02-0036, appeal of denial of request for reinstatement, originally scheduled for June 12, 2008, not be rescheduled. I do not intend to go forward with the appeal because the matter has been settled.



Bonnie Kallay
Appellant

Cc: Rehabilitation Services Commission

Timothy M. Miller, Assistant Attorney General

ENTERED
7-11-08

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Agreement") is made and entered into by and between Bonnie Kallay ("Kallay" as defined below) and the Rehabilitation Services Commission ("RSC").

WHEREAS, Kallay filed SPBR Case No. 08-IDS-02-0036 now pending before the State Personnel Board of Review ("SPBR"); and

WHEREAS, the Parties desire to resolve any and all disputes relating to Kallay's denial of reinstatement from an involuntary disability separation with RSC, including, but not limited to, those claims embodied in the above-mentioned case filed with SPBR.

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 "Kallay" which includes Bonnie Kallay, her immediate family, heirs, assigns, personal representative, executors, agents and administrators both past and present, and to "RSC" which includes RSC and its successors, assigns, officers, directors, employees and agents, both past and present.
2. **Intent.** Except as specifically set forth herein, Kallay and RSC 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 SPBR Case No. 08-IDS-02-0036 and to reach a full and final settlement of all matters and claims, of any nature whatsoever, as of the date of execution of this Agreement.
3. **Consideration.** In consideration of the mutual promises and agreements set forth herein, the Parties agree as follows:
 - A. **Reinstatement.** RSC shall reinstate Kallay as a vocational rehabilitation counselor. Kallay will be stationed at the RSC office located on 5th Avenue in Columbus. Additionally, Kallay will serve on Rob Schaller's Columbus Central BVR team. Kallay will earn \$33.88 an hour based upon an hourly wage of \$31.62 plus longevity of \$ 2.26. Kallay will be reinstated effective on July 20, 2008 with a report in date of Monday, July 21, 2008.
 - B. **Withdrawal of Claims.** Kallay agrees to dismiss with prejudice SPBR Case No. 08-IDS-02-0036 and any other matters now pending against the State of Ohio, RSC, or any individuals in relation to her service at RSC.
 - C. **Waiver of Claims.** Kallay agrees to a complete release and waiver of any and all legal claims or causes of action as set forth in this Agreement that she may have against RSC up to and including the date on which this Agreement is fully executed.

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4. **Release of All Claims and Dismissal of All Charges and Legal Actions.** Kallay does hereby fully, finally and forever release, hold harmless from and against, waive and forever discharge the State of Ohio, RSC, its officers, directors, 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 Kallay ever had or may now have, whether known or unknown, with respect to her service with RSC. Such rights, claims, causes of action or liability shall include, but not be limited to, those arising or which might arise out of intentional infliction of emotional distress, harm or illness, intentional injury or intentional tort, or any other acts; the Fair Labor Standards and the Equal Pay Acts; Title VII of the Civil Rights Act of 1964; the Civil Rights Acts of 1964 as amended; the Civil Rights Act of 1991 as amended; the United States Constitution; the Civil Rights Acts of 1866 or 1871 (42 U.S.C. Sections 1981, 1983, 1985, et seq.); the Americans with Disabilities Act; the Age Discrimination in Employment Act; The Old Workers Benefit Protection Act; Chapter 4112 of the Ohio Revised Code; Ohio Revised Code Chapter 124; tortious wrongful discharge claims under Ohio law; and any other Federal, State, City, County or other local law or ordinance concerning employment, or in any other manner regulating or otherwise concerning wages, hours or any other terms or conditions of employment, which, (a) have been filed, (b) are now pending, or (c) could have been filed, relating to any acts which have transpired in regard to Kallay's service with RSC at any time up to and including the date of execution of this Agreement.
5. **Complete Dismissal.** Kallay agrees to withdraw with prejudice all actions filed by her against RSC including SPBR Case No. 08-IDS-02-0036. Kallay also pledges to immediately dismiss any other action(s) which have been filed, are now pending, or which could have been filed against RSC relating to any acts or omissions which have transpired at any time up to and including the date of execution of this Agreement in regard to Kallay's service with RSC. Kallay further agrees to never file or re-file any action, claim or other lawsuit against RSC, its officers, directors, agents or any other agency of the State of Ohio, relating to any acts or omissions which have transpired at any time up to and including the date of the execution of this Agreement and acknowledges that this Agreement would bar any such action or proceeding. Upon the signing of this Agreement, Kallay shall file a Notice of Withdrawal for SPBR Case No. 08-IDS-02-0036.
6. **Non-Admission.** The terms set out in the Agreement are a compromised settlement of disputed claims, the validity, existence or occurrence of which is expressly denied by RSC. Neither the terms nor the Agreement shall be deemed or construed as an admission by RSC of any wrongful acts whatsoever by or against Kallay or any other person, nor does any arrangement(s) made with Kallay constitute an acknowledgement of the validity of any claim, charge, liability or cause of action asserted, it being expressly understood that all such claims are in all respects denied by RSC.

7. **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 any 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 Kallay a prevailing party for any purpose, including but not limited to an award of attorney fees under any applicable statute or otherwise. Each party fully understands the meaning and intent of this Agreement, including but not limited to their final and binding effect. Each Party further acknowledges that before executing this Agreement that they have had the opportunity to consult with counsel and that each Party has carefully read and fully understands all of the provisions of the Agreement, and that the execution of the Agreement is a knowing and voluntary act.

8. **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 sets 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.

BONNIE KALLAY PLEASE READ CAREFULLY BEFORE SIGNING

PURSUANT TO THE AGE DISCRIMINATION IN EMPLOYMENT ACTION, 29 U.S. § 621 ET SEQ., A WAIVER OF RIGHTS CANNOT APPLY TO AGE DISCRIMINATION CLAIMS ARISING IN THE FUTURE. I HAVE READ THE FOREGOING AGREEMENT AND RELEASE, AND FULLY UNDERSTAND IT. I ACKNOWLEDGE THAT I WAS GIVEN UP TO TWENTY-ONE (21) DAYS WITHIN WHICH TO CONSIDER THIS AGREEMENT, THAT I HAVE BEEN ADVISED TO CONSULT WITH LEGAL COUNSEL PRIOR TO SIGNING THIS AGREEMENT, AND THAT I HAVE THE RIGHT TO REVOKE THIS AGREEMENT, IN WRITING, FOR A PERIOD NOT TO EXCEED SEVEN (7) DAYS AFTER THE DATE ON WHICH IT IS SIGNED BY ME. I HEREBY ACKNOWLEDGE THAT IF I FAIL TO EXERCISE THIS RIGHT TO REVOKE, THIS AGREEMENT WILL BECOME A BINDING CONTRACT AS TO ITS TERMS ON THE EIGHTH (8TH) DAY AFTER I SIGN THIS AGREEMENT. I NOW VOLUNTARILY SIGN THIS AGREEMENT AND RELEASE ON THE DATE INDICATED. IF THIS AGREEMENT SHOULD BE REVOKED BY KALLAY WITHIN THE TIME SET FORTH ABOVE, THIS

**AGREEMENT SHALL BE VOID AND RSC SHALL BE EXCUSED
FROM PERFORMANCE HEREUNDER.**

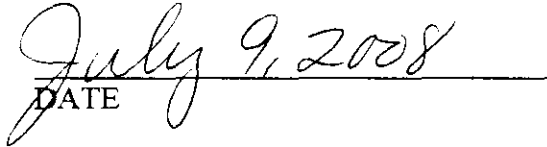
The undersigned Parties state that they have carefully read the foregoing and understand the contents thereof, and that they execute the same as their own free and voluntary act.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and date indicated below their respective signatures.



BONNIE KALLAY

JOHN CONNELLY, Executive Director
of RSC



DATE

DATE