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Western Iowa Regents Resource Center



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Zackery Leist, Claron  
Jim Lindenmayer, PhD, Ottumwa

Mark J. Braun, Executive Director

### Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. **\*\*After signing, please return to the attention of BOR – General Counsel.\*\*** If "denied," please return to BOR – General Counsel.

In the matter of: Michelle Ray-Michalec v. University of Iowa

Institutional Staff: Kristin Bauer, Merit System Director, BOR

#### Office of the Attorney General

Reviewed by (Print Name): Kayla Burkhiser Reynolds  
Reviewer's Signature: Kayla Burkhiser Reynolds  
Date: 7/21/20 Reviewed:  Redacted:  not needed

Institution: State University of Iowa

Institutional Head's Printed Name: J. Bruce Harreld, President

Institutional Head's Signature: J. Harreld

Date: 23 July 2020 Approve:  Deny:

#### Board of Regents

Executive Director's Printed Name: Mark Braun

Executive Director's Signature: [Signature]  
DocuSigned by: [Signature]  
FE898DCFCBED45B

Date: 7/17/2020 Approve:  Deny:

**BOARD OF REGENTS, STATE OF IOWA  
THE UNIVERSITY OF IOWA  
AND  
MICHELLE RAY-MICHALEC**

**SETTLEMENT AGREEMENT**

The Board of Regents, State of Iowa (BOR), the University of Iowa (Employer) and Michelle Ray-Michalec (Grievant) enter into the following Settlement in full and final resolution of two merit grievances dated December 7, 2017 and December 5, 2018, filed by the Grievant alleging failure to meet "Just Cause."

This Settlement resolves grievances arising from two separate situations. In the first situation, the Grievant received a first written reprimand on November 22, 2017. In the second situation, the Grievant received a second written reprimand on December 3, 2018. Both disciplinary actions were taken by the Employer as a result of alleged violations by the Grievant of Employer policies.

Based on these situations, the parties agree to the following:

1. The Employer will remove the first written reprimand (notice of disciplinary action) dated November 22, 2017 from the Grievant's personnel file.
2. The Employer will reduce the second written reprimand (notice of disciplinary action) dated December 3, 2018 to a first written reprimand. On June 1, 2020, the Employer will remove this written reprimand (notice of disciplinary action) dated December 3, 2018 from the Grievant's personnel file as long as no new disciplinary issues occur before that date.
3. In consideration for the foregoing, the Grievant will withdraw the above-mentioned grievances.
4. This settlement is a good faith settlement of all issues arising from the facts alleged in the grievances. No promises for any other or future consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in the grievances.
5. **Waiver of Right to Damages.** Grievant further agrees, promises and covenants that should she or any person, organization or any other entity acting on her behalf file a charge, claim, or lawsuit, or cause or permit to be filed any charge, claim, or lawsuit, Grievant will waive any right to recover damages against University relating to her employment with the Department.
6. **Representation of Comprehension of Agreement.** Grievant and Employer enter into this Agreement knowingly and voluntarily with full understanding of the terms and provisions herein, having been advised to and had the opportunity for consultation with legal counsel.
7. **No Admission of Liability.** This Agreement is not, and shall not in any way be construed as an admission by University or any of the Releasees that s/he/it violated any federal, state or local law. The parties have entered into this Agreement for the sole purpose of resolving the employment concerns so as to avoid the burden, expense, delay, and uncertainties of proceeding through formal legal processes.
8. **Public Record.** The parties specifically acknowledge that this Agreement is subject to disclosure in response to a request under Iowa's public records law.
9. **Approvals.** The parties acknowledge that this Agreement is subject to Iowa Code 22.13A and as such, must be approved by the Executive Director of the Board of Regents and the President of the University and be reviewed by the Attorney General or his designee. This Agreement is not effective until it has received all necessary review and approvals. This Agreement will be posted to the Board of Regents website.

- 10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.
- 11. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior agreements, arrangements, and communications, whether oral or written, pertaining to Grievant's employment with the University.

The Agreement shall not be modified or amended except by written agreement of the parties.

**THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A  
RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

Dated this 9<sup>th</sup> day of March 2020.

FOR THE EMPLOYER:

Kristin Bauer

Kristin Bauer  
Associate Counsel, BOR

Jana Wessels

Jana Wessels  
Associate VP, University Health Care HR

DocuSigned by:  
Cheryl Reardon

Cheryl Reardon  
Chief HR Officer & Associate VP  
University Human Resources

7/13/20

Date

7.14.20

Date

7/15/2020,

Date

FOR THE GRIEVANT:

Michelle Ray-Michalec

Michelle Ray-Michalec  
Grievant

Todd Taylor

Todd Taylor  
Union Representative, AFSCME Council 61

7/9/2020

Date

7/9/2020

Date