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### 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: Dominique Jackman v. Iowa State University, Case No. LACV051951

Institutional Staff: Heather Smith, Office of General Counsel

#### Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson

Reviewer's Signature: [Signature]

Date: 10-18-2022 Reviewed:  Redacted:

Institution: Iowa State University of Science and Technology

Institutional Head's Printed Name: President Wendy Wintersteen

Institutional Head's Signature: [Signature]

Date: 8-30-2022 Approve:  Deny:

#### Board of Regents

Executive Director's Printed Name: DocuSigned by: Mark Braun

Executive Director's Signature: [Signature]  
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Date: 10/19/2022 Approve:  Deny:

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made and entered into on the last date written below by and between Dominique Jackman (“Jackman”) and Iowa State University of Science and Technology (“the University”), on behalf of itself and the Board of Regents, State of Iowa (“the Board of Regents”), and the State of Iowa, and their current and former successors, assigns, subsidiaries, divisions, affiliates, officers, directors, employees, agents, and representatives (the University, the Board of Regents, and the State of Iowa collectively referred to herein as “the Released Parties” and all parties collectively referred to herein as “the Parties”).

### RECITALS

**WHEREAS**, Jackman is the Plaintiff and the State of Iowa and the University are Defendants (“Defendants”) in an action pending in the Iowa District Court for Story County, Case Number LACV051951 (the “Lawsuit”);

**WHEREAS**, the Parties have a mutual interest in amicably resolving any and all disputes between them;

**WHEREAS**, the Parties have negotiated this Agreement in good faith to fully settle all differences between them including, but not limited to, those differences embodied in the Lawsuit;

**WHEREAS**, the Parties acknowledge and agree that this Agreement does not constitute any admission of wrong-doing or any admission of violations of applicable law, rule, or policy by either Party; and

**WHEREAS**, the Parties agree that the terms and conditions contained herein are fair, reasonable, and equitable and are the result of an arm’s length negotiation between the Parties.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the above recitals, which are expressly incorporated by all reference as if fully restated herein, and in exchange for their mutual promises and for other good and valuable consideration and intending to be legally bound herein, the Parties agree as follows:

1. **No Reemployment.** Jackman separated from employment with the University effective April 5, 2019. Jackman agrees not to seek or accept employment with the University at any time in the future.

2. **Neutral Reference.** For reference inquiries directed to the Senior Manager for Custodial Services for the University’s Facilities Planning and Management department, the University shall provide a neutral reference regarding Jackman’s employment including job title, dates of employment, and base pay. The Board of Regents and the University make no

representation about references not directed to the Senior Manager for Custodial Services for the University's Facilities Planning and Management department.

3. **Payment.** As consideration for the terms and conditions set forth this Agreement, the University and the Board of Regents agree that the State of Iowa, on behalf of all Released Parties, will pay Jackman a total gross settlement amount of Fifty Thousand Dollars (\$50,000) ("Settlement Amount"). The Settlement Amount is more fully described as follows:

- (a) The State of Iowa, on behalf of all Released Parties, shall pay to Jackman a portion of the Settlement Amount in (1) the amount of Six Thousand Eighty-Six Dollars and Eighty-Six Cents (\$6,086.86) as compensation for lost earnings from employment, which will be subject to normal withholdings for taxes; and (2) the amount of Twenty-Five Thousand Dollars (\$25,000) as payment for non-wage compensatory damages, stemming from claims for emotional distress, without deduction or withholding. The State of Iowa shall cause an IRS Form 1099-MISC to be issued to Jackman for these amounts.
- (b) The State of Iowa, on behalf of all Released Parties, shall pay to Newbrough Law Firm, LLP, a portion of the Settlement Amount in the amount of Eighteen Thousand Nine Hundred Thirteen Dollars and Fourteen Cents (\$18,913.14), for payment of attorney fees and litigation expenses. This payment will not be subject to withholding taxes at the time it is tendered. The State of Iowa shall cause an IRS Form 1099-MISC to be issued to Newbrough Law Firm, LLP reporting this payment.

Jackman acknowledges that these payments are in compromise of a dispute and that such payments are not to be construed as the State of Iowa or any of the Released Parties conceding the reasonableness of any attorney fees or costs, and are not to be construed as an admission of liability or wrongdoing on the part of the State of Iowa or any of the Released Parties, and that the State of Iowa and all Released Parties expressly deny any such liability or wrongdoing. Any payment made under this Agreement is subject to Iowa Code Chapter 8A.504.

4. **Tax Liability.** Jackman shall be solely responsible for any and all taxes that may be due by her on the payments in Paragraph 3 and shall hold the State of Iowa and the Released Parties harmless and indemnify them from any liability thereon.

5. **Dismissal with Prejudice.** The Parties stipulate that within five (5) business days of receipt by Plaintiff's counsel of the payments identified in Paragraph 3 above, the Parties will file a joint motion to dismiss the Lawsuit with prejudice, and it shall provide that each party will bear their own attorney fees and costs. If the Court does not grant the joint motion to dismiss with prejudice, this Agreement will have no effect.

6. **Jackman's Covenant Not to Sue.** In consideration of the terms and conditions set forth in this Agreement, the sufficiency of which the parties acknowledge, Jackman agrees, promises, and covenants that neither she, nor any person, organization, or any other entity acting on her behalf will file, charge, claim, sue, cause, or permit to be filed, charged, or claimed, any action for damages or other relief (including injunctive, declaratory, monetary relief, or other)

against the Released Parties, including their respective affiliates, successors, officers, directors, employees, agents, current or former students, and representatives, whether in their individual capacity or official capacity, involving any matter which occurred in the past up to the date of this Agreement, including any continuing effects thereof, or otherwise involving any claims, demands, causes of action, obligations, damages, or liabilities which are the subject of this Agreement.

7. **Jackman's Full and Comprehensive Release of Claims.** Jackman agrees, on behalf of herself and her heirs, executors, administrators, attorneys, and assigns, to hereby waive, release, and forever discharge the Released Parties, including their respective affiliates, successors, officers, directors, employees, agents, current and former students, and representatives, from any and all known or unknown actions, causes of action, claims, or liabilities of any kind that have or could be asserted against the Released Parties arising out of or related to her employment with the University, including but not limited to:

- (a) Any claims arising from any alleged violation by the Parties of any federal, state, or local statutes, ordinances, or common laws, including, but not limited to, the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 2000e et seq.; the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. § 621 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; the Equal Pay Act, 29 U.S.C. § 206(d) et seq.; and the Iowa Civil Rights Act of 1965, Iowa Code Chapter 216. Jackman further waives her right to monetary or other recovery should any federal, state, or local administrative agency pursue any claims on her behalf arising out of or related to her employment with the University. Jackman further agrees to waive all rights to use any internal grievance or appeal procedure offered by the University with respect to any matter arising out of or related to her employment with the University.
- (b) Claims, actions, causes of action or liabilities arising under any other federal, state, municipal, or local statutes, law, ordinance, or regulation; and/or
- (c) Any other claim whatsoever including, but not limited to: claims for severance pay, sick pay, unpaid wages, unpaid bonuses, unpaid time off, claims based upon breach of contract, breach of the covenant of good faith and fair dealing, wrongful termination, defamation, interference with contract, intentional, and/or negligent infliction of emotional distress, fraud, tort, personal injury, invasion of privacy, violation of public policy, negligence, and/or any other common law, statutory, or other claim whatsoever arising out of or relating to her employment with the University.

Notwithstanding the above, it is agreed and understood that the releases contained in this paragraph do not cover any claims which by law Jackman cannot waive and any claims to enforce the terms of this Agreement.

8. **Full and Comprehensive Release of Potential Claims against Jackman; Covenant Not to Sue.** The Board of Regents and the University hereby covenant and agree that

in consideration of the terms of this Agreement, they waive, fully release, and forever discharge Jackman of and from any and every claim, demand, and cause of action of whatsoever nature which they now have, or may in the past have had, including, but not limited to, any and every claim, demand, and cause of action arising out of Jackman's duties and obligations related to her employment with the University and promises and covenants not to file, charge, claim, sue, cause or permit to be filed, charged, or claimed, any action for damages or other relief (including injunctive, declaratory, monetary relief, or other) against Jackman. Notwithstanding the above, it is agreed and understood that the releases contained in this paragraph do not cover any claims or obligations to defend which by law the Board of Regents and the University cannot waive, and any claims to enforce the terms of this Agreement.

9. **No Admission of Liability.** This Agreement is not, and shall not in any way be, construed as an admission of any of the Parties that any of the Parties violated any federal, state, or local laws. 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 a formal legal process.

10. **Jackman's Review.** Jackman acknowledges she was given a reasonable period of time to consider whether she wishes to enter into this Agreement and to be bound by its terms. By signing this Agreement, Jackman waives any argument that she did not have adequate or sufficient time to review and consider this Agreement, including but not limited to any applicable review times incorporated into the laws, statutes and regulations detailed above in Paragraph 7. Jackman further acknowledges that the terms of this Agreement were negotiated by her, through her legal counsel, over a sufficient period of time so that she now has carefully read and fully understands and accepts the terms contained in this Agreement and their legal effect. Jackman represents that she has been advised to consult with an attorney prior to signing this Agreement and has done so. Jackman further represents that her decision to sign or not sign this Agreement is her own voluntary decision made with full knowledge of its terms.

11. **Representation of Jackman.** Jackman hereby represents and warrants that she (a) has authority to enter into this Agreement; (b) holds any and all claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect her rights to accept payment and release claims under this Agreement; (d) has not received any promise of further consideration; and (e) does not know of any other person who holds any rights to sue for the causes of action or the claims subject to the releases made hereunder. Jackman further agrees to indemnify and hold harmless each of the Released Parties from and against any and all claims, actions, causes of actions, demands, rights, damages, costs, losses of services, expenses, compensation, taxes, or property damages (including attorneys' fees, expenses, and costs of defense) which any person, partnership, corporation, entity, association, agency, or other organization may bring against them alleging facts and circumstances that are contrary to, inconsistent with, or arising from the breach of, the representations and warranties of this paragraph.

12. **Counterparts.** This Agreement may be signed in counterparts. Faxed or emailed signatures will be deemed originals.

13. **Governing Law and Venue.** This Agreement shall be governed by and construed under the laws of the State of Iowa. Each party consents to the personal jurisdiction of the state courts in Iowa with respect to any action seeking to enforce the terms of this Agreement.

14. **Severability.** Should a court of competent jurisdiction declare or determine any provision of this Agreement to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby. It is the Parties' intent that the part, term, or provision declared or determined to be illegal or invalid shall be deemed not to be a part of this Agreement.

15. **Public Record.** The Parties agree that this Agreement is a public record under Iowa Code Chapter 22. The Parties acknowledge that this Agreement is subject to Executive Order 85 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 Iowa Attorney General, or his designee. This Agreement is not effective until it has received all necessary reviews and approvals. This Agreement will be posted on the Board of Regents' web page.

16. **Required Approvals.** The Parties acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Agreement. The Iowa Attorney General, or his designee, has reviewed and will recommend approval of this Agreement.

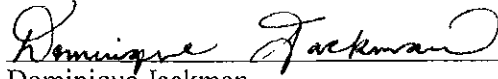
17. **Amendments.** None of the terms or conditions contained herein shall be altered, amended, waived, or abandoned, except by prior written agreement of the Parties.

18. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any and all prior agreements, discussions, or understanding between the Parties pertaining to the subject matter hereof.

**CAREFULLY READ THIS AGREEMENT; BY SIGNING BELOW YOU ARE  
RELEASING ALL KNOWN AND UNKNOWN CLAIMS.**

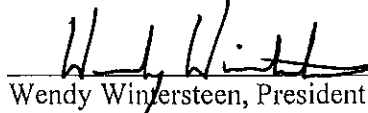
*(signatures follow on the next page)*

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, Dominique Jackman and Iowa State University of Science and Technology, on its own behalf and on behalf of the Released Parties, have executed the foregoing Settlement Agreement and Release.



Dominique Jackman

Agreed to on this 29 day of August, 2022.



Wendy Wintersteen, President

Iowa State University of Science and Technology

Agreed to on this 30 day of August, 2022.