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University of Northern Iowa
Iowa School for the Deaf
Iowa Braille and Sight Saving School
Lakeside Laboratory Regents Resource Center
Western Iowa Regents Resource Center



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Routing/Review Approval of Personnel Settlement Agreement

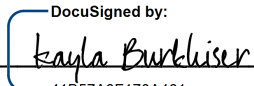
*Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. ****After signing, please return to the attention of BOR – General Counsel.**** If "denied," please return to BOR – General Counsel.*

In the matter of: Linda Hickson

Institutional Staff: Kristin Bauer, Associate Counsel, BOR

Office of the Attorney General

Reviewed by (Print Name): Kayla Burkhiser

Reviewer's Signature: 
DocuSigned by: Kayla Burkhiser
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Date: 6/4/2020 Reviewed: Redacted:

Institution: State University of Iowa

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

Institutional Head's Signature: 

Date: May 11, 2020 Approve: Deny:

Board of Regents

Executive Director's Printed Name: Mark Braun

Executive Director's Signature: 
DocuSigned by: Mark Braun
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Date: 6/4/2020 Approve: Deny:

**BOARD OF REGENTS, STATE OF IOWA
THE UNIVERSITY OF IOWA
AND
AFSCME IOWA COUNCIL 61 LOCAL 12/LINDA HICKSON**

SETTLEMENT AGREEMENT

The Board of Regents, State of Iowa (BOR), the State University of Iowa (SUI), hereinafter Employer, and the American Federation of State, County, and Municipal Employees (AFSCME) Iowa Council 61, hereinafter Union, enter into the following Settlement Agreement in full and final resolution of the grievance filed by and on behalf of Linda Hickson, hereinafter Grievant, alleging failure to meet "just cause" in the employer's decision to terminate the grievant on 4/11/2017.

Based on the Parties' mutual desire to resolve their differences arising out of SUI's termination decision and Grievant's claim, the parties agree to the following:

1. The employer shall issue the Grievant a single lump sum payment in the amount of two thousand five hundred dollars (\$2,500.00). A 1099 will be issued for such payment.
2. In consideration for the foregoing, the Grievant will withdraw the above-mentioned grievance and will not seek future employment with the University of Iowa.
3. This settlement is a good faith settlement of all issues arising from the facts alleged in the grievance. 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 grievance.
4. **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 SUI relating to her employment.
5. **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.
6. **No Admission of Liability.** This Agreement is not, and shall not in any way be construed as an admission by Employer 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.
7. **Tax Liability.** Since this payment is not for salary contribution, severance pay, back pay, front pay, or any other form of wage payment the Employer will not withhold any taxes or other withholding from the Settlement Payment. Should any tax liability, interest or penalties occur under federal or state law or regulations as a result of the payments made pursuant to this Agreement, the Employee agrees to be solely responsible for, and to timely pay, any and all of her individual obligations.
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.** This settlement is subject to Executive Order 85 and must be approved by the Executive Director of the Board of Regents and the President of the University of Iowa and reviewed by the Attorney General or his designee. This settlement shall become effective once it has received all necessary approvals and review. Once in effect it shall 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 Employer.

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 9th Day of March, 2020.

FOR THE EMPLOYER:



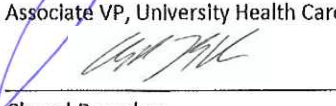
Kristin Bauer
Associate Counsel, BOR

Date



Jana Wessels
Associate VP, University Health Care HR

Date




Cheryl Reardon
Chief HR Officer & Associate VP
University Human Resources

5/8/2020

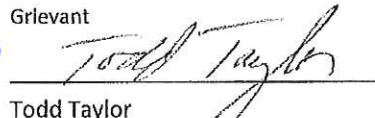
Date

FOR THE GRIEVANT:



Linda Hickson
Grievant

Date



Todd Taylor
Union Representative, AFSCME Council 61

Date

3-16-20

4/21/20