

Governing Iowa's public universities and special schools  
 University of Iowa  
 Iowa State University  
 University of Northern Iowa  
 Iowa School for the Deaf  
 Iowa Braille and Sight Saving School  
 Lakeside Laboratory Regents Resource Center  
 Northwest Iowa Regents Resource Center  
 Quad-Cities Graduate Center  
 Southwest Iowa Regents Resource Center



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 Robert Donley, EDD, 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 - Director of Human Resources.\*\*

In the matter of: Sheila Kopplin v. Board of Regents of the State of Iowa and Robert Donley, Polk County Case Number LACL 137672.

Institutional Staff:

**Office of the Attorney General**

Reviewed by (Print Name): Jeffrey S. Thompson

Reviewer's Signature: [Signature]

Date: 9/28/17 Reviewed:  Redacted:

Institution: Regents  
 Institutional Head's Printed Name: Michael J. Richards

Institutional Head's Signature: [Signature]

Date: 10/2/17 Approve:  Deny:

**Board of Regents**

Executive Director's Printed Name: Keith Saunders

Executive Director's Signature: [Signature]

Date: 9/28/17 Approve:  Deny:

**SETTLEMENT AGREEMENT  
AND GENERAL RELEASE**

This Settlement Agreement and General Release (the "Agreement") is made by and between Sheila Koppin and The Board of Regents, State of Iowa, and Robert Donley (referred to as "Defendants").

**RECITALS:**

- A. Sheila Koppin filed a lawsuit captioned *Sheila Koppin v. The Board of Regents of the State of Iowa and Robert Donley*, (Polk County Case Number LACL 137672), (hereinafter collectively referred to as the "Litigation"); and
- B. Sheila Koppin and the Defendants desire in good faith to settle fully and finally all differences between them, including, but not limited to, those differences embodied in the Litigation.

In consideration for the mutual promises and payment obligations contained in this Agreement, the Parties agree as follows:

1. Settlement Payment. Defendants agree that when counsel of record for Defendants receives the fully executed original of this Agreement and subject to paragraph 6 below, Defendant will prepare and deliver to the law office of Thomas W. Foley, checks in the gross amount of \$195,000.00. The Settlement Payment shall be allocated in the following manner:

- (a) a check in the amount of \$65,220.00 for attorney fees made payable to:

Thomas W. Foley  
SPIES, PAVELICH & FOLEY, P.C.  
312 E. College Street, Suite 216  
Iowa City, Iowa 52240

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- (b) a check in the amount of \$64,890.00 for emotional distress made payable to:

Sheila Koppin

- (c) a check in the amount of \$64,890.00 for wages (taxes withheld) made payable to:

Sheila Koppin

The Settlement Payment is tendered in full, final, and complete settlement of all claims made in the Litigation, and for any legal action Sheila Koppin may have subsequently filed in connection with the Litigation for damages, attorneys' fees, expenses, and/or costs that attorneys for Sheila Koppin may have incurred.

2. Tax Liability. Should any tax liability, interest, or penalties be imposed under federal or state law or regulations as a result of the payments made pursuant to this Agreement, Sheila Koppin agrees to be solely responsible for, and to timely pay, any and all such obligations.

3. Stipulation for Dismissal. Upon execution of this Agreement, Sheila Koppin shall execute a Stipulation for Dismissal with Prejudice for all of her claims against Defendants in the Litigation and shall file the Dismissal(s) with the Court(s) and without further cost to any party.

4. Full and Comprehensive Release. In consideration for the payment by Defendants to Sheila Koppin as set forth in paragraph 1, Sheila Koppin hereby irrevocably and unconditionally releases, remises and forever discharges the Defendants and each of their respective agents, directors, officers, employees, representatives, attorneys, divisions, subsidiaries, affiliates (and agents, directors, officers, employees, representatives and attorneys of such divisions, subsidiaries and affiliates), and their predecessors, successors, heirs, executors, administrators and assigns, and all persons acting by, through, under or in concert with any of them (collectively "Releasees"), or any of them, of and from any and all actions, causes of actions, suits, debts, charges, the Litigation, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, in law or equity, which she ever had, now has, or she or her heirs, executors and administrators hereafter may have, particularly against each or any of the Releasees, from the beginning of time to the date of this Agreement, by reason of any claims against any of the Defendants, or any of their directors, officers, agents, employees or representatives, arising from or related to Sheila Koppin's relationship with the Defendants (and compensation and benefits related thereto) or the end thereof and matters or allegations that are the subject matter of the Litigation, including, but not limited to, any claims arising from any alleged violation by Defendants 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. § 2000, *et seq.*), the Age Discrimination in Employment Act of 1990 (42 U.S.C. § 12101 *et seq.*); the Equal Pay Act (29 U.S.C. § 206(d)); the Iowa Civil Rights Act (Iowa Code Chapter 216); Iowa Wage Payment and Collection Law (Iowa Code Chapter 91A); and any claims in violation of common law or public policy of this state. Sheila Koppin acknowledges this release includes all claims against employees of the Board of Regents and the State of Iowa in their official and individual capacities.

5. Extinguishment of All Claims, Known or Unknown. Sheila Koppin expressly acknowledges that this Agreement is intended to include all claims, whether known

or unknown to her, that have arisen prior to or as of the execution of this Agreement by Sheila Koppin, and that this Agreement contemplates the extinguishment of any such claims, including but not limited to equitable relief.

6. Disclosure. Sheila Koppin and Defendants agree that this Agreement is a public record under Iowa law. The parties acknowledge that this Settlement Agreement is subject to Iowa Code §22.13A.5.a, and must be approved by the Executive Director of the Board of Regents and 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 web page.

7. Governing Law. This Agreement is made and entered into in the State of Iowa and shall in all respects be interpreted, enforced, and governed under the laws of Iowa. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

8. Severability. Should any provision, sentence, term, or word of this Agreement other than the release and covenant not to sue 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 and said illegal or invalid part, term, provision, sentence, or word shall be deemed not to be a part of this Agreement.

9. No Admission of Liability. This Agreement is not, and shall not in any way be construed as an admission by the Board of Regents or any of the Defendants that it engaged in any acts of discrimination and/or retaliation against Plaintiff or that it violated any federal, state or local law.


10. Entire Agreement. This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter of this Agreement.

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11. Voluntary Agreement. Sheila Koppin represents and certifies that she has carefully read and fully understands all of the provisions and effects of this Agreement, that she has thoroughly discussed all aspects of this Agreement with her attorney, that she is voluntarily entering into this Agreement, and that the Defendants have not made any representations concerning the terms or effects of this Agreement other than those contained in it.

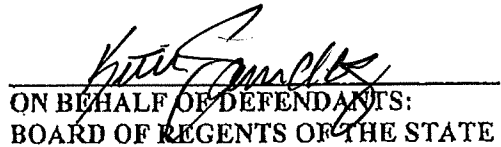
**PLEASE READ CAREFULLY. THIS  
SETTLEMENT AGREEMENT AND  
GENERAL RELEASE INCLUDES A  
RELEASE OF ALL KNOWN AND  
UNKNOWN CLAIMS.**

PLAINTIFF:

  
SHEILA KOPPIN

Date: 9/25/17

DEFENDANTS:

  
ON BEHALF OF DEFENDANTS:  
BOARD OF REGENTS OF THE STATE  
OF IOWA AND ROBERT DONLEY

Date: 10/2/17