

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is made and entered into by and between Jerica Deitrick ("Employee") and the State University of Iowa and the Board of Regents, State of Iowa, their current and former employees, officers, and agents ("Employer") whether acting in their official or personal capacities.

### RECITALS:

- A. Employee was employed by the Employer, beginning on or about June 17, 2013;
- B. Employee was terminated from the Employer on April 11, 2017; and
- C. The parties desire to settle fully and finally all differences between them relating to the termination of Employee's employment.

THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. **University Obligations.** The Employer agrees that, as soon as practicable after receipt of the fully executed original of this Agreement and the approvals described below:
  - a. the Employer will classify the termination of Employee's employment as a voluntary resignation in its Human Resource Information System; and
  - b. the Employer will not contest Employee's claim for unemployment benefits. These actions by Employer shall constitute a full, final and complete settlement of any claims, including claims for attorney's fees, by Employee relating to the termination of her employment.
2. **No Admission of Liability.** This Agreement is not, and shall not in any way be construed as an admission by the Employer of any wrongdoing or that s/he/it violated any federal, state or local law. The parties have entered into this Agreement for the sole purpose of resolving their concerns so as to avoid the burden, expense, and uncertainties of proceeding through formal legal processes.
3. **No Findings and No Restriction on Re-Employment.** The parties agree that no findings of any kind have been made or issued in the above-referenced action and Employee does not purport to be the prevailing party in that action. The parties further agree that Employer is not restricted from pursuing future employment with Employer.
4. **Waiver and Release.** In consideration of the terms set forth above, Employee hereby waives, releases, acquits, and forever discharges the State of Iowa, the State of Iowa Board of Regents, the University, and its officers, employees, all individually named defendants in the Lawsuit, and agents (collectively, the "Releasees") from all liability whatsoever for all claims, demands, causes of action, whether known or unknown, and whether or not in litigation which she may have or which could be asserted by another on her behalf, based on any

action, omission, or event arising from her employment or tenure or other relationship at the University, through and including the execution date of this Agreement.

5. **Waiver of Right to Damages.** Employee further agrees, promises and covenants that should he or any person, organization or any other entity acting on his behalf file a charge, claim, or lawsuit, or cause or permit to be filed any charge, claim, or lawsuit, Employee will waive any right to recover damages against the Employer relating to the termination of his employment.
6. **Public Record.** The parties specifically acknowledge that this Agreement is subject to disclosure in response to a request under Iowa's public records law.
7. **Approvals.** The parties acknowledge that this Agreement is subject to Executive Order Number 85 and Iowa Code 22.13A and as such, must be approved by the Executive Director of the Board of Regents and the head of the institution 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 web page.
8. **Voluntary Agreement.** The Employer hereby advises Employee of his right to consult an attorney before signing this Agreement. Employee represents and certifies that he has carefully read, and fully understands, all of the provisions and effects of this Agreement and that he entered into this Agreement voluntarily.
9. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understanding between the parties pertaining to the subject matter hereof.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Employee and the Employer have executed the foregoing Agreement.

Dated this 15 day of May 2017.

Jessica DeHick 5/15/17  
Employee Date

For the Employer  
Josephine Bathke 5/24/17  
 Josephine Bathke Date  
 Chief Risk Officer  
 State University of Iowa  
 DF8758D54ADF4D5... 5/25/2017  
 Deborah J. Zumbach Date  
 Assistant Vice President  
 State University of Iowa  
Carroll Reasoner /jdj  
 Carroll Reasoner Date  
 General Counsel  
 State University of Iowa 6-6-17

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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: Jerica Deitrick

Institutional Staff: James Jorgensen, Deputy General Counsel, University of Iowa

**Office of the Attorney General**

Reviewed by (Print Name): Jeff S. Thompson  
Reviewer's Signature: [Signature]  
Date: 7/13/17 Reviewed:  Redacted:

Institution: University of Iowa  
Institutional Head's Printed Name: J. Bruce Harreld  
Institutional Head's Signature: [Signature]  
Date: 7/13/17 Approve:  Deny:

**Board of Regents**

Executive Director's Printed Name: Mark Brown  
Executive Director's Signature: [Signature]  
Date: 7/14/17 Approve:  Deny: