

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  
Western Iowa Regents Resource Center



BOARD OF REGENTS  
STATE OF IOWA

Michael J. Richards, MD, President, *Vest Des Moines*  
Patty Cowan, President Pro Tem, *Des Moines*  
David R. Barker, PhD, *Iowa City*  
Sherry Bates, *Srenton*  
Nancy Boettger, *Harlan*  
Milt Cakovich, *Waterloo*  
Nancy Dunkel, *Dyersville*  
Zackery Leisl, *Clinton*  
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: Quinn Tillman-Arnaman

Institutional Staff: Nike Fleming, Deputy Counsel, UI Health Care

#### Office of the Attorney General

Reviewed by (Print Name):

Jessica Thompson  
[Signature]

Reviewer's Signature:

Date: 1/13/20

Redacted:

Institution: UNIVERSITY of Iowa

Institutional Head's Printed Name:

J. BRUCE HAROLD

Institutional Head's Signature:

[Signature]

Date: 1/15/20

Approve:

Deny:

#### Board of Regents

Executive Director's Printed Name:

Mark J. Braun

Executive Director's Signature:

[Signature]

Date: 12/31/19

Approve:

Deny:

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into by Quinn Tillman-Arnaman ("Releasor") and the University of Iowa ("University").

### RECITALS

WHEREAS, Releasor was employed as an Administrative Services Coordinator in the Clinical Staff Office of the University of Iowa Hospitals and Clinics from September 6, 2016, to April 18, 2019;

WHEREAS, Releasor filed a formal complaint with the University Office of Equal Opportunity and Diversity and the Iowa Civil Rights Commission alleging discrimination; and

WHEREAS, Releasor and University desire in good faith to settle fully and finally all differences between them, including but not limited to those differences embodied in the discrimination complaints.

NOW, THEREFORE, in exchange for their mutual promises and for other good and valuable consideration, the sufficiency of which is acknowledged, Releasor and University agree as follows:

**1. Settlement Payment.** Within a reasonable period following full execution of the Agreement and necessary approvals, University agrees to pay via check and accompanying 1099 form the following: (1) to Releasor in the amount of \$29,998.50; and (2) to Newkirk Zwagerman PLC in the amount of \$20,001.50. This payment is tendered in full, final, and complete settlement of all claims made and any legal action taken by Releasor for damages, attorneys' fees, expenses, and/or costs that attorneys for Releasor 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, Releasor agrees to be solely responsible for, and to timely pay, any and all such obligations.

**3. Waiver and Release.** In consideration of University's payment as described above, Releasor hereby irrevocably and unconditionally releases, remises and forever discharges and covenants not to sue University, the State of Iowa, and the Board of Regents for the State of Iowa, 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 predecessor, successors, heirs, executors, administrators and assigns, and all persons acting by, through, under or in concert with any of them (collectively, the "Releasees"), or any of them, of and from any and all actions, causes of action, suits, debts, charges; grievances, 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 University, or any of its directors, officers, agents, employees or representatives, arising from or related to Releasor's employment relationship with University (and compensation and benefits related thereto) or the end thereof and matters or allegations that are the subject matter of the complaints, including, but not limited to, any claims arising from any alleged violation by University 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 (29 U.S.C. § 626 *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); the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.* and related sections and amendments); and any claims in violation of common law or public policy of this state. Releasor acknowledges this release includes all claims against employees of the University of Iowa, the State of Iowa, and the Board of Regents for the State of Iowa in their official and individual capacities.

**4. Extinguishment of All Claims, Known or Unknown.** Releasor 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 execution of this Agreement, and that this Agreement contemplates the extinguishment of any such claims, including but not limited to equitable relief.

**5. Dismissal of Grievance.** Within 5 business days of her receipt of the payments set forth in paragraph 1 of this Agreement, Releasor shall take all necessary action to withdraw all complaints, charges, grievances, or claims, including but not limited to the complaint with the Iowa Civil Rights Commission, against the Releasees and all individually named respondents with prejudice.

**6. Waiver of Right to Damages.** Releasor further agrees that she has no entitlement to or right to recover damages against University relating to the subject matter of this Agreement.

**7. Voluntary Agreement.** Releasor represents and certifies that she has carefully read and fully understands all of the provisions and effects of this Agreement; that she has been advised to and had the opportunity for consultation with legal counsel; that she is voluntarily entering into this Agreement; and that University has not made any representations concerning the terms or effects of this Agreement other than those contained in it.

**8. No Admission of Liability.** This Agreement is not, and shall not in any way be construed as an admission by University or by the State of Iowa or the Board of Regents for the State of Iowa or any of the Releasees that it engaged in any wrongful acts against Releasor or that it violated any federal, state or local law.

**9. Public Record.** Releasor and University agree that this Agreement is a public record under Iowa law. Releasor and University acknowledge that this Agreement is subject to Iowa Code § 22.13A and must be approved by the Executive Director of the Board of Regents for the State of Iowa and the President of University and be reviewed by the Attorney General for the State of Iowa or his designee. This Agreement is not effective until it has received all

necessary review and approvals. Once fully executed, reviewed, and approved, this Agreement will be posted to the webpage for the Board of Regents for the State of Iowa.

**10. Governing Law.** This Agreement is made and entered into in the State of Iowa and shall in all respects be interpreted, construed, enforced, and governed under the laws of the State 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 Releasor or University.

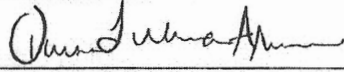
**11. Severability.** Should any provision, sentence, term, or word in this Agreement other than the release and covenant not to sue be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected and said illegal or invalid part, term, provision, sentence, or word shall be deemed not to be a part of this Agreement.

**12. Entire Agreement.** This Agreement contains the entire agreement between Releasor and University and supersedes any and all prior agreements, understandings, arrangements, and communications, whether oral or written, pertaining to the subject matter of this Agreement.

**13. Modification of Agreement.** This Agreement shall not be modified or amended except by written agreement of Releasor and University.

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

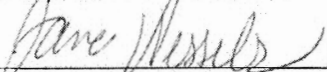
**RELEASOR**

  
\_\_\_\_\_  
Quinn Tillman-Arnaman

12/20/19

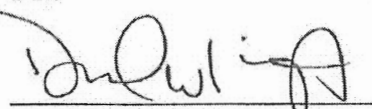
\_\_\_\_\_  
Date

**THE UNIVERSITY OF IOWA**

By:   
\_\_\_\_\_  
Jana S. Wessels, JD, MBA  
Associate Vice President  
UI Health Care Human Resources

12-23-19

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
David W. Kieft  
Business Manager

12/23/2019

\_\_\_\_\_  
Date