

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into by Amy M. Leitch ("Employee") and the State University of Iowa, their current and former agents, officers, and employees, whether acting in either their official or individual capacities ("University"). ,

WHEREAS, Employee was initially employed by the University in July 2000; and,

WHEREAS, Employee and University wish to resolve all matters relating to Employee's employment with University;

NOW, THEREFORE, in exchange for their mutual promises and for other good and valuable consideration, and intending to be legally bound by the provisions herein, the parties agree as follows:

1. **Resignation:** Employee agrees to resign her employment with University voluntarily, effective on October 3, 2018.

2. **Future Employment.** Employee will be eligible to reapply or to be reemployed with the University through regular employment processes.

3. **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, agents, and employees, whether acting in either their official or individual capacities (collectively, the "Releasees") from all liability whatsoever for all claims, demands, causes of action, whether known or unknown, which she may have or which could be asserted by another on her behalf and which can be legally released by private agreement, based on any action, omission, or event arising from her employment or other relationship with the University, through and including the date of her signature on this Agreement, including actions claiming violation of the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended, or any other federal, state or local law, common law, order or regulation.

- a. Employee acknowledges that she has had at least twenty-one (21) days to consider this Agreement; and
- b. Employee may revoke her waiver of any ADEA claim for a period of seven (7) days following the date on which she signs this Agreement, and the waiver/release of any age discrimination claims shall not become effective or enforceable until the revocation period has expired.

Employee further agrees to take all necessary action to withdraw all complaints, charges, grievances, or claims, if any, against the Releasees and all individually named respondents with prejudice within five (5) business days of her signature on this Agreement. Notwithstanding the forgoing, this waiver and release does not preclude Employee from pursuing worker's compensation benefits for work-related injuries.

4. **Waiver of Right to Damages.** Employee 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, Employee will waive any right to recover damages against the State of Iowa, the State of Iowa Board of Regents, the University, and its officers, agents, and employees, whether acting in either their official or individual capacities (collectively, the "Releasees") relating to her employment.

5. **Representation of Comprehension of Agreement.** Employee and University 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 Employee or by University 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. **Public Record.** The parties specifically acknowledge that this Agreement is subject to disclosure in response to a request under Iowa's public records law.

8. **Approvals.** The parties acknowledge that this Agreement is subject to Iowa Code 22.13A 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 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 website.

9. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

10. **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 Employee's employment with the University.

The Agreement shall not be modified or amended except by written agreement of the parties.

EMPLOYEE


  
Amy M. Leitch

12/18/2018  
Date

THE UNIVERSITY OF IOWA

  
Cheryl Reardon  
University Human Resources

1-14-19  
Date

  
Carroll Reasoner  
Office of the General Counsel

1-15-19  
Date

  
Sarah L. Hansen, Associate VP,  
Division of Student Life

1/10/19  
Date

December 18, 2018

To whom it may concern,

I am writing to withdraw my request for an administrative review under Section III-26.2 of the University of Iowa Operations Manual in view of the completion of a settlement agreement addressing the issues to be covered in the administrative review.

Sincerely,



Amy Leitch, DNP, ARNP, CPNP, FNP-BC, MBA  
1500 Harvest St.  
North Liberty, IA 52317

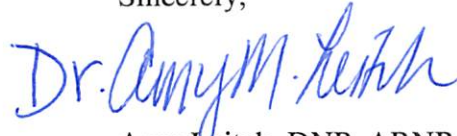
December 18, 2018

Paul Natvig, MD  
Interim Medical Director  
University of Iowa Health and Wellness  
4189 Westlawn  
Iowa City, IA 52242

Dear Dr. Natvig,

I am writing to inform you that I resigned effective October 3, 2018. I learned a great deal in this practice opportunity. I wish the program well moving forward.

Sincerely,



Amy Leitch, DNP, ARNP, CPNP, FNP-BC, MBA  
1500 Harvest St.  
North Liberty, IA 52317



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  
Southwest Iowa Regents Resource Center



Michael J. Richards, MD, President, West Des Moines  
Patty Cowrie, President Pro Tem, Des Moines  
Sherry Bates, Scranton  
Nancy Boellger, Harlan  
Milt Dakovich, Waterloo  
Nancy Dunkel, Dyersville  
Rachael Johnson, Sioux City  
Larry McKibben, JD, Marshalltown  
Subhash Sahni, MD, Webster City  
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: Amy M. Leitch

Institutional Staff: Gay Pelzer, Deputy Counsel

#### Office of the Attorney General

Reviewed by (Print Name):

Reviewer's Signature:

Date: 1.8.19

Reviewed: ☒

Redacted: ☐

Institution:

University of Iowa

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

Institutional Head's Signature:

Date: 1/14/19

Approve: ☒

Deny: ☐

#### Board of Regents

Executive Director's Printed Name:

Executive Director's Signature:

Date: 1/14/19

Approve: ☐

Deny: ☐