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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: Martha Washington v. University of Northern Iowa, State of Iowa
LACV140760

Institutional Staff: Tim McKenna and Kyle Fogt, University Counsel

Office of the Attorney General

Reviewed by (Print Name): Anne Updegraff

Reviewer's Signature: Anne Updegraff

Date: 6/24/21

Reviewed: ☒ Redacted: ☐

Institution: University of Northern Iowa

Institutional Head's Printed Name: Mark Nook

Institutional Head's Signature: Mark Nook

Date: 6/25/2021

Approve: ☒ Deny: ☐

Board of Regents

Executive Director's Printed Name: Mark Braun

DocuSigned by:

Executive Director's Signature: Mark Braun

FE898DCFCBED45B

Date: 6/25/2021

Approve: ☒ Deny: ☐

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement") is made by and between Martha Washington ("Washington") and the State of Iowa and the University of Northern Iowa (collectively "Defendants").

RECITALS:

A. Washington filed a lawsuit in the Iowa District Court for Black Hawk County (the "Court") captioned *Martha Washington vs. The State of Iowa and the University of Northern Iowa*, (Case No. LACV140760) (the "litigation"); and

B. Washington 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 of the mutual promises, obligations, and payments contained in this Agreement, it is agreed 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, the Settlement Payment, of a total sum of \$28,500.00, shall be allocated in the following manner:

(a) a check in the amount of \$9,500.00 made payable to:

Beecher, Field, Walker, Morris, Hoffman & Johnson, P.C.

(b) a check in the amount of \$19,000 made payable to:

Martha Washington

The Settlement Payment is tendered in full, final, and complete settlement of all claims made in the litigation and for any attorneys' fees, expenses, and costs that the Washington's attorneys may have incurred.

2. Tax Liability. 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, Washington agrees to be solely responsible for, and to timely pay, any and all such obligations.

3. Stipulation for Dismissal. Within 10 business days of receipt of the funds outlined in paragraph 1, Washington shall file a Dismissal with Prejudice for all of Washington's claims against Defendants in the litigation, and shall file the Dismissal with the Court and without further cost to any party.

4. Full and Comprehensive Release. In consideration of the payment by Defendants to Washington as set forth in paragraph 1, Washington hereby irrevocably and unconditionally releases, remises and forever discharges the Defendants and their agents, directors, officers,

employees, representatives, attorneys, divisions, subsidiaries, affiliates (and agents, directors, officers, employees, representatives and attorneys of such divisions, subsidiaries and affiliates), and its 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 against each or any of the Releasees, from the beginning of time to the date of this Agreement, by reason of any claims against the Defendants, or any of their directors, officers, agents, employees or representatives, arising from or related to Washington's relationship with the Defendants (and compensation and benefits related thereto) and matters or allegations which 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. § 2000e et seq.), the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621 et seq.); the Americans with Disabilities 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's Wage Payment Collection Law (Iowa Code Chapter 91A); and any claims in violation of the common law or public policy of this state. Washington acknowledges this release includes all claims against employees of the University of Northern Iowa and the State of Iowa in their official and individual capacities. Notwithstanding the above, it is agreed and understood that the releases contained in this paragraph do not cover any claims which by law Washington cannot waive and any claims to enforce the terms of this Agreement.

5. **Extinguishment of All Claims, Known or Unknown.** Washington expressly acknowledges that this Agreement is intended to include all claims whether known or unknown to Washington, that have arisen prior to or as of the execution of this Agreement by Washington, and that this Agreement contemplates the extinguishment of any such claims.

6. **Disclosure.** Washington 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 Chapter 22.13A and 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.

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 any Defendant that it engaged in any acts of discrimination, harassment, 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.

11. **Voluntary Agreement.** Washington 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. Washington further acknowledges she was given at least twenty-one (21) days to review and consider this Agreement in its entirety. Washington understands that she may voluntarily waive this review period by signing and returning the Agreement prior to the expiration of 21 days. The Agreement waives no rights or claims that may arise after its execution.

12. **Counterparts.** This Agreement may be signed in counterparts. Faxed or emailed signatures will be deemed originals.

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

ON BEHALF OF PLAINTIFF:

By: 

MARTHA WASHINGTON

Date: 6/23/21

ON BEHALF OF THE DEFENDANTS:

By: 

THE STATE OF IOWA AND THE
UNIVERSITY OF NORTHERN
IOWA

Date: 6/24/21