

**SETTLEMENT AGREEMENT
AND GENERAL RELEASE**

This Settlement Agreement and General Release (the "Agreement") is made by and between Gemma de Choisy and the University of Iowa ("University").

RECITALS:

- A. Gemma de Choisy is a staff member in the University of Iowa Press.
- B. Gemma de Choisy made claims that the University of Iowa failed to accommodate her disability appropriately ("Claims").
- C. Gemma de Choisy and the University desire in good faith to settle fully and finally all differences between them, including, but not limited to, those differences embodied in the Claims.

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

1. **Gemma de Choisy's Resignation.** Gemma de Choisy has attached as Exhibit A to this Settlement Agreement her resignation from employment at the University of Iowa, which resignation shall take effect immediately on full execution of this Settlement Agreement.
2. **Settlement Payment.** Within a reasonable period following full execution of the Settlement Agreement, the University agrees to pay Gemma de Choisy by check in the amount of \$11,339.34 in wages and benefits, subject to all applicable withholdings. The Settlement Payment is tendered in full, final, and complete settlement of all claims made in the Claims, and for any legal action Gemma de Choisy may have subsequently filed in connection with the Claims for damages, attorneys' fees, expenses, and/or costs that attorneys for Gemma de Choisy may have incurred.
3. **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, Gemma de Choisy agrees to be solely responsible for, and to timely pay, any and all such obligations.

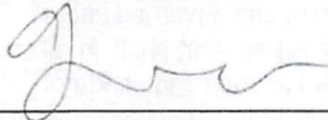
4. **Non-Disparagement.** Gemma de Choisy agrees not to disparage any of the authors who worked with, and/or are working with the University of Iowa Press during the term of her employment there.
5. **Return of Property.** Gemma de Choisy agrees to return all University property in her custody or possession, including without limitation keys to her building.
6. **Full and Comprehensive Release.** In consideration for the payment by Iowa to Gemma de Choisy as set forth above, Gemma de Choisy hereby irrevocably and unconditionally releases, remises and forever discharges the University; the State of Iowa; 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 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 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 the University, or any of its directors, officers, agents, employees or representatives, arising from or related to Gemma de Choisy's employment relationship with the University (and compensation and benefits related thereto) or the end thereof and matters or allegations that are the subject matter of the Grievance, including, but not limited to, any claims arising from any alleged violation by the 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 of 1990 (42 U.S.C. § 12101 *et seq.*), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101); 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. Gemma de Choisy 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.

7. Extinguishment of All Claims, Known or Unknown. Gemma de Choisy 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 her execution of this Agreement, and that this Agreement contemplates the extinguishment of any such claims, including but not limited to equitable relief.
8. Disclosure. Gemma de Choisy and the University 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 the head 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. Once fully executed, reviewed and approved, this Agreement will be posted to the Board of Regents' web page.
9. 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.
10. 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.
11. No Admission of Liability. This Agreement is not and shall not in any way be construed as an admission by the University or by the State of Iowa or the Board of Regents for the State of Iowa that it engaged in any wrongful acts against Gemma de Choisy or that it violated any federal, state or local law.
12. 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.

13. Voluntary Agreement. Gemma de Choisy represents and certifies that she has carefully read and fully understands all 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 University has 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.

GEMMA DE CHOISY:

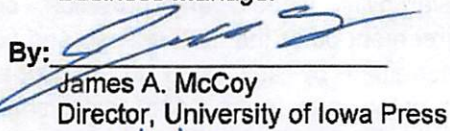


Gemma de Choisy

ON BEHALF OF THE UNIVERSITY:

By: 

David W. Kieft
Business Manager

By: 

James A. McCoy
Director, University of Iowa Press

11/8/18

Date: 11 / 8 / 18

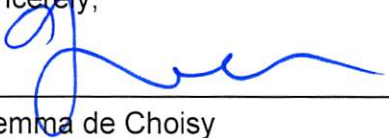
Date: 11/08/2018

**EXHIBIT A
RESIGNATION OF GEMMA DE CHOISY**

Dear Mr. McCoy:

I resign my position on the staff of the University of Iowa Press effective immediately.

Sincerely,



A handwritten signature in blue ink, appearing to read 'Gemma de Choisy', is written over a horizontal line.

Gemma de Choisy

Dated: 11/8/18

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



Michael J. Richards, MD, President, West Des Moines
Patty Cownie, President Pro Tem, Des Moines
Sherry Bates, Scranton
Nancy Boettger, Harlan
Milt Dakovich, Waterloo
Nancy Dunkel, Dyersville
Rachael Johnson, Sioux City
Jim Lindenmayer, Ph.D, Ottumwa
Larry McKibben, JD, Marshalltown

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: Gemma de Choisy

Institutional Staff: Maria Lukas
Deputy General Counsel, SUI

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature: [Signature]

Date: 11/9/18 Reviewed: Redacted:

Institution: The University of Iowa

Institutional Head's Printed Name: J. Bruce Harreid

Institutional Head's Signature: [Signature]

Date: 11/11/18 Approve: Deny:

Board of Regents

Executive Director's Printed Name: Mark Braun

Executive Director's Signature: [Signature]

Date: 11/12/18 Approve: Deny: