

Governing Iowa's public universities and special schools

University of Iowa
Iowa State University
University of Northern Iowa
Iowa School for the Deaf
Iowa Educational Services for the Blind and Visually Impaired
Lakeside Laboratory Regents Resource Center
Western Iowa Regents Resource Center



BOARD OF REGENTS
STATE OF IOWA

Michael J. Richards, MD, President, West Des Moines
Sherry Bates, President Pro Tem, Scranton
David R. Barker, PhD, Iowa City
Nancy Boettger, Harlan
Abby Crow, Tiffin
Nancy Dunkel, Dyersville
Jim Lindenmayer, PhD, Ottumwa
JC Risewick, Johnston
Greta Rouse, Emmetsburg

Mark J. Braun, EdD, 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: Katharine (JJ) Pionke

Institutional Staff: Heather J. Smith, Associate General Counsel

Office of the Attorney General

Reviewed by (Print Name): Stan Thompson, Deputy AG for Civil Litigation

Reviewer's Signature: 

Date: 2-26-2024

Reviewed:

Redacted:

Institution: Iowa State University

Institutional Head's Printed Name: President Wendy Wintersteen

Institutional Head's Signature: 

Date: 2-22-2024

Approve:

Deny:

Board of Regents

Executive Director's Printed Name: DocuSigned by: Mark Braun

Executive Director's Signature:  EE898DCEFCBED45B

Date: 2/26/2024

Approve:

Deny:

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made and entered into on the last date written below by and between Katharine (JJ) Pionke ("Pionke") and Iowa State University of Science and Technology ("the University"), on behalf of itself and the Board of Regents, State of Iowa ("the Board of Regents"), and their current and former successors, assigns, subsidiaries, divisions, affiliates, officers, directors, employees, agents, and representatives (collectively referred to herein as "the Parties").

RECITALS

WHEREAS, Pionke is employed as a Librarian III with the University;

WHEREAS, Pionke and the University desire in good faith to settle fully and finally all differences between them and in facilitating Pionke's voluntary resignation from the University;

WHEREAS, the Parties acknowledge and agree that this Agreement does not constitute an admission of wrong-doing or any admission of violations of applicable law, rule, or policy by either Party; and

WHEREAS, the Parties agree that the terms and conditions contained herein are fair, reasonable, and equitable and are the result of an arm's length negotiation between the Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are expressly incorporated by all reference as if fully restated herein, and in exchange for their mutual promises and for other good and valuable consideration and intending to be legally bound herein, the Parties agree as follows:

1. **Resignation and No Reemployment.** Pionke tenders his resignation from employment with the University effective February 19, 2024. Pionke agrees not to seek or accept employment from the University at any time in the future.

2. **Payment.** As consideration for the terms and conditions set forth in this Agreement, the University agrees that it will not seek reimbursement from Pionke for relocation expenses paid by the University on behalf of Pionke. As further consideration, the Parties agree that within thirty (30) days after the last date written below, the University, on behalf of all Released Parties, will pay to Pionke a total gross amount of **Two Thousand Two Hundred One Dollars (\$2,201.00)** ("**Separation Payment**"). The Separation Payment is subject to normal withholdings.

3. **Tax Liability.** Pionke shall be solely responsible for any and all taxes payable or owed by him that may be due with respect to this payment and shall hold the University and the Released Parties harmless and indemnify them from any liability thereon.

4. **Return of Property.** Pionke agrees that within five (5) working days following the last date written below, he shall return to the University any and all documents, files, keys, or other materials, as well as any and all physical equipment, materials, supplies or other property of the University. The Separation Payment set forth in Paragraph 2 above will not be paid until all property is returned and accounted for.

5. **Pionke's Covenant Not to Sue.** In consideration of the terms and conditions set forth in this Agreement, the sufficiency of which the parties acknowledge, Pionke agrees, promises, and covenants that neither he, nor any person, organization, or any other entity acting on his behalf will file, charge, claim, sue, cause, or permit to be filed, charged, or claimed, any action for damages or other relief (including injunctive, declaratory, monetary relief, or other) against the Parties, including their respective affiliates, successors, officers, directors, employees, agents, current or former students, and representatives, whether in their individual capacity or official capacity, involving any matter which occurred in the past up to the date of this Agreement, including any continuing effects thereof, or otherwise involving any claims, demands, causes of action, obligations, damages, or liabilities which are the subject of this Agreement.

6. **Pionke's Full and Comprehensive Release of Claims.** Pionke agrees, on behalf of himself and his heirs, executors, administrators, attorneys, and assigns, to hereby waive, release, and forever discharge the Parties, including their respective affiliates, successors, officers, directors, employees, agents, current and former students, and representatives, from any and all known or unknown actions, causes of action, claims, or liabilities of any kind that have or could be asserted against the Parties, and/or any party released herein, arising out of or related to his employment with the University, including but not limited to:

- (a) Any claims arising from any alleged violation by the Parties 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 ("ADEA"), 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) et seq.; and the Iowa Civil Rights Act of 1965, Iowa Code Chapter 216. Pionke further waives his right to monetary or other recovery should any federal, state, or local administrative agency pursue any claims on his behalf arising out of or related to his employment with the University. Pionke further agrees to waive all rights to use any internal grievance or appeal procedure offered by the University with respect to any matter arising out of or related to his employment with the University.
- (b) Claims, actions, causes of action or liabilities arising under any other federal, state, municipal, or local statutes, law, ordinance, or regulation; and/or
- (c) Any other claim whatsoever including, but not limited to: claims for severance pay, sick pay, unpaid wages, unpaid bonuses, unpaid time off, claims based upon breach of contract, breach of the covenant of good faith and fair dealing, wrongful termination, defamation, interference with contract, intentional and/or negligent

infliction of emotional distress, fraud, tort, personal injury, invasion of privacy, violation of public policy, negligence, and/or any other common law, statutory, or other claim whatsoever arising out of or relating to his employment with the University.

Notwithstanding the above, it is agreed and understood that the releases contained in this paragraph do not cover any claims which by law Pionke cannot waive and any claims to enforce the terms of this Settlement Agreement and Release.

7. **Waiver of Rights under the ADEA.** In consideration of the actions described herein of the Board of Regents and the University, Pionke voluntarily and knowingly waives any and all rights and claims under the ADEA that may exist before the signing of this Agreement. Pionke is hereby advised that he has the right under the ADEA to consult an attorney prior to signing this Agreement (which Pionke has been encouraged to do), that he has a period of at least twenty-one (21) calendar days to consider this Agreement and to the extent that he has signed the Agreement prior to the expiration of that period, he has done so knowingly and voluntarily, and that he is permitted to revoke this Agreement for a period of at least seven (7) calendar days following the signing of this Agreement.

8. **Full and Comprehensive Release of Potential Claims against Pionke; Covenant Not to Sue.** The Board of Regents and the University hereby covenant and agree that in consideration of the terms of this Agreement, they waive, fully release, and forever discharge Pionke of and from any and every claim, demand, and cause of action of whatsoever nature which they now have, or may in the past have had, including, but not limited to, any and every claim, demand, and cause of action arising out of Pionke's duties and obligations related to his employment with the University and promises and covenants not to file, charge, claim, sue, cause or permit to be filed, charged, or claimed, any action for damages or other relief (including injunctive, declaratory, monetary relief, or other) against Pionke. Notwithstanding the above, it is agreed and understood that the releases contained in this paragraph do not cover any claims or obligations to defend which by law the University cannot waive, and any claims to enforce the terms of this Settlement Agreement and General Release.

9. **No Admission of Liability.** This Agreement is not, and shall not in any way be, construed as an admission of any of the Parties that any of the Parties violated any federal, state, or local laws or University policies.

10. **Representation of Pionke.** Pionke hereby represents and warrants that he (a) has authority to enter into this Agreement; (b) holds any and all claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect his rights to accept payment and release claims under this Agreement; (d) has not received any promise of further consideration; and (e) does not know of any other person who holds any rights to sue for the causes of action or the claims subject to the releases made hereunder. Pionke further agrees to indemnify and hold harmless each of the Parties from and against any and all claims, actions, causes of actions, demands, rights, damages, costs, losses of services, expenses, compensation, taxes, or property damages (including attorneys' fees, expenses, and costs of defense) which any

person, partnership, corporation, entity, association, agency, or other organization may bring against them alleging facts and circumstances that are contrary to, inconsistent with, or arising from the breach of, the representations and warranties of this paragraph.

11. **Pionke Review.** Pionke acknowledges he was given at least twenty-one (21) days to review and consider this Agreement in its entirety. Pionke understands that he may voluntarily waive this review period by signing and returning the Agreement prior to the expiration of twenty-one (21) days. The Agreement waives no rights or claims that may arise after its execution. Pionke further acknowledges that the terms of this Agreement were negotiated by him, through his legal counsel, over a sufficient period of time so that he now has carefully read and fully understands and accepts the terms contained in this Agreement and their legal effect. Pionke represents that he has been advised to consult with an attorney prior to signing this Agreement and has done so. Pionke further represents that his decision to sign or not sign this Agreement is his own voluntary decision made with full knowledge of its terms.

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

13. **Governing Law and Venue.** This Agreement shall be governed by and construed under the laws of the State of Iowa. Each party consents to the personal jurisdiction of the state courts in Iowa with respect to any action seeking to enforce the terms of this Agreement.

14. **Severability.** Should a court of competent jurisdiction declare or determine any provision of this Agreement to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby. It is the Parties' intent that the part, term, or provision declared or determined to be illegal or invalid shall be deemed not to be a part of this Agreement.

15. **Public Record.** The Parties agree that this Agreement is a public record under Iowa Code Chapter 22. The Parties acknowledge that this Agreement is subject to Executive Order 85 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 Iowa Attorney General, or his designee. This Agreement is not effective until it has received all necessary reviews and approvals. This Agreement will be posted on the Board of Regents' web page.

16. **Amendments.** None of the terms or conditions contained herein shall be altered, amended, waived, or abandoned, except by prior written agreement of the Parties.

17. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any and all prior agreements, discussions, or understanding between the Parties pertaining to the subject matter hereof.

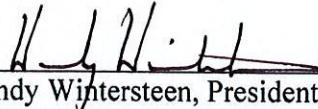
**CAREFULLY READ THIS AGREEMENT; BY SIGNING BELOW YOU ARE
RELEASING ALL KNOWN CLAIMS. YOU HAVE A PERIOD OF TWENTY-ONE (21)
CALENDAR DAYS TO CONSIDER THIS RELEASE. IF YOU SIGN THIS
AGREEMENT, YOU WILL HAVE UP TO SEVEN (7) CALENDAR DAYS
FOLLOWING THE DATE YOU SIGN IT TO REVOKE YOUR SIGNATURE. THE
RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THIS
SEVEN (7) CALENDAR DAY PERIOD HAS EXPIRED.**

IN WITNESS WHEREOF, and intending to be legally bound hereby, Katharine (JJ) Pionke and Iowa State University of Science and Technology, on its own behalf and on behalf of the Board of Regents, have executed the foregoing Settlement Agreement and Release.



Katharine (JJ) Pionke

Agreed to on this 19 day of February, 2024.



Wendy Wintersteen, President

Iowa State University of Science and Technology

Agreed to on this 22 day of February, 2024.