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Nancy Dunkel, *Dyersville*  
Zackery C. Leist, *Clarion*  
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: Renata Bonner v. University of Iowa

Institutional Staff: Kristin Bauer, Merit System Director, BoR

**Office of the Attorney General**

Reviewed by (Print Name):

DocuSigned by: Kayla Burkhiser Reynolds

*Kayla Burkhiser Reynolds*

Reviewer's Signature:

41B57A8F170A461...

Date: 3/11/2021

Reviewed:

Redacted:

Institution: The University of Iowa

Institutional Head's Printed Name: J. Bruce Harreld

Institutional Head's Signature:

*J. B. Harreld*

Date: March 10, 2021

Approve:

Deny:

**Board of Regents**

Executive Director's Printed Name: Mark Braun

DocuSigned by:

Executive Director's Signature:

*Mark Braun*

FE898DCFCBED45B...

Date: 3/9/2021

Approve:

Deny:

**BOARD OF REGENTS, STATE OF IOWA,  
STATE UNIVERSITY OF IOWA,  
AFSCME IOWA COUNCIL 61 LOCAL 12 AND RENATA BONNER**

**SETTLEMENT AGREEMENT**

The State University of Iowa (SUI), hereinafter Employer, and the American Federation of State, County, and Municipal Employees (AFSCME) Iowa Council 61, hereinafter Union, enter into the following Settlement Agreement in full and final resolution of the grievance filed by and on behalf of Renata Bonner, hereinafter Grievant, alleging failure to meet "just cause" in the employer's decision to terminate the grievant on 12/11/2015.

Based on the Parties' mutual desire to resolve their differences arising out of SUI's termination decision and Grievant's claim, the parties agree to the following:

1. The employer shall issue the Grievant a single lump sum payment in the amount of two thousand five hundred dollars (\$2,500.00). A 1099 will be issued for such payment.
2. In consideration for the foregoing, the Grievant will withdraw the above-mentioned grievance and will not seek future employment with the University of Iowa.
3. This settlement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises for any other or future consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in the grievance.
4. **Waiver and Release.** In consideration for the University's agreement to the terms set forth above, Grievant hereby irrevocably and unconditionally releases, remises and forever discharges and covenants not to sue the 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, the Allegations, 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 Grievant ever had, now has, or Grievant or Grievant's 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 Grievant'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 Allegations, 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 (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. Employee 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.
  - Grievant has read this Agreement in its entirety and understands all of its terms.
  - Grievant knowingly, freely, and voluntarily agrees to all of the terms and conditions stated in this Agreement, including without limitation, the waiver, release and covenants contained in it.
  - Grievant acknowledges that Grievant was informed that Grievant has had at least twenty-one (21) days in which to review and consider this Agreement, to review the information as required by the ADEA, a copy of any materials attached to and made part of this Agreement, and to consult with an attorney regarding the terms and effect of this Agreement.
  - Grievant may revoke the waiver of any ADEA claim for a period of seven (7) days following the date on which Grievant signs this Agreement, and the waiver/release of any age discrimination claims shall not become effective or enforceable until the revocation period has expired.
5. **Representation of Comprehension of Agreement.** Grievant and Employer enter into this Agreement knowingly and

...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 Employer 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. **Tax Liability.** Since this payment is not for salary contribution, severance pay, back pay, front pay, or any other form of wage payment the Employer will not withhold any taxes or other withholding from the Settlement Payment. 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, the Employee agrees to be solely responsible for, and to timely pay, any and all of her individual obligations.
  
8. **Public Record.** The parties specifically acknowledge that this Agreement is subject to disclosure in response to a request under Iowa's public records law.
  
9. **Approvals.** This settlement is subject to Executive Order 85 (Iowa Code Chapter 22.13A) and must be approved by the Executive Director of the Board of Regents and the President of the University of Iowa and reviewed by the Attorney General or his designee. This settlement shall become effective once it has received all necessary approvals and review. Once in effect it shall be posted to the Board of Regents website.
  
10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.
  
11. **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 Grievant's employment with the Employer.

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

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

Dated this 4<sup>th</sup> day of February, 2021.

FOR THE UNIVERSITY:		FOR THE GRIEVANT:	
<i>Jana Wessels</i>	3/9/2021	<i>Renata Bonner</i>	2.20.21
Jana Wessels	Date	Renata Bonner	Date
Associate VP, University Health Care HR		Grievant	
<i>Cheryl Reardon</i>	3/8/2021	<i>Todd Taylor</i>	2.26.21
Cheryl Reardon	Date	Todd Taylor	Date
Chief HR Officer & Associate VP		Union Representative, AFSCME Council 61	
University Human Resources			