

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



Michael J. Richards, MD, President, *West Des Moines*
Patty Cownie, President Pro Tem, *Des Moines*
David R. Barker, PhD, *Iowa City*
Sherry Bates, *Scranton*
Nancy Boettger, *Harlan*
Milt Dakovich, *Waterloo*
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: Arnold v. University of Iowa (20-MG-046)

Institutional Staff: **Kristin Bauer, Board of Regents**

Office of the Attorney General

Reviewed by (Print Name): DocuSigned by: Kayla Burkhiser Reynolds
Reviewer's Signature: *Kayla Burkhiser Reynolds*
41B57A8F170A461...

Date: 12/14/2020 Reviewed: Redacted:

Institution: State University of Iowa
Institutional Head's Printed Name: J. Bruce Harreld
Institutional Head's Signature: *J. Bruce Harreld*
Date: 12/14/2020 Approve: Deny:

Board of Regents

Executive Director's Printed Name: DocuSigned by: Mark Braun
Executive Director's Signature: *Mark Braun*
FE898DCFCBEC45B...

Date: 12/9/2020 Approve: Deny:

**BOARD OF REGENTS, STATE OF IOWA, STATE
UNIVERSITY OF IOWA AND JENNIFER ARNOLD**

GRIEVANCE SETTLEMENT AGREEMENT

The State University of Iowa (hereinafter SUI) and Jennifer Arnold (hereinafter Grievant) enter into the following Settlement in full and final resolution of the merit grievance dated May 22, 2019, filed by the Grievant alleging failure to meet "Just Cause" in relation to the Grievant's termination from employment at SUI due to violation of work rules.

In resolution of this merit grievance, the parties agree to the following:

1. **Lump Sum Payment.** SUI Facilities Management, a unit within Finance & Operations, will provide the Grievant with a lump sum payment of \$15,000 and SUI shall issue an IRS Form 1099 for such payment. This action by SUI shall constitute a full, final and complete financial settlement for any claims made by the Grievant relating to the termination of her employment.
2. **Hiring Eligibility.** The Grievant will be eligible to apply for open positions in any SUI department excluding Finance & Operations. If Grievant applies for any position(s) within Finance & Operations, she will not be considered for such position(s). If she is hired into any position(s) within Finance & Operations, her employment will be subject to immediate termination.
3. **Seniority Reinstatement.** Subject to the terms and conditions of hiring eligibility specified in Provision 2 of this agreement, if the grievant is hired into an open position outside Finance & Operations by December 31, 2021, SUI will reinstate her seniority date as it existed at the time of her termination.
4. **Sick Leave Accrual Reinstatement.** Subject to the terms and conditions of hiring eligibility specified in Provision 2 of this agreement, if the grievant is hired into an open position outside Finance & Operations by December 31, 2021, SUI will reinstate her sick leave accrual as it was recorded at the time of her termination (14.38 hours).
5. **Withdrawal of Grievance.** In consideration of the foregoing, the Grievant will withdraw the above-mentioned grievance on a date no later than that on which this Agreement is effective.
6. **Waiver and Release.** In consideration of the University's agreement to the terms set forth above, Employee 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 Employee ever had, now has, or Employee or Employee'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 Employee'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.

- a. Grievant has read this Agreement in its entirety and understands all of its terms.
 - b. 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.
7. **Good Faith.** This Settlement Agreement 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.
 8. **No Admission of Liability.** This Settlement is not, and shall not in any way be construed as an admission by SUI or by the State of Iowa or the Board of Regents of the State of Iowa or any of the Releasees that it engaged in any wrongful acts against Grievant or that it violated any federal, state or local law.
 9. **Tax Liability.** Should any tax liability, interest, or penalties be imposed under federal or state law or regulations as a result of the Lump Sum Payment made pursuant to this Agreement, Grievant agrees to be solely responsible for, and to timely pay, any and all such obligations.
 10. **Approvals.** The settlement is subject to Iowa Code section 22.13A and must be approved by the Executive Director of the Board of Regents and the President of the State 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.

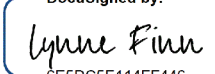
- 11. **Public Record.** This settlement agreement is a public record pursuant to Chapter 22 of the Iowa Code and is available for public inspection and copying.
- 12. **Extinguishment of All Claims, Known or Unknown.** Grievant expressly acknowledges that this Settlement Agreement is intended to include all claims, whether known or unknown to Grievant, that have arisen prior to or as of execution of this Agreement, and that this Agreement contemplates the extinguishment of any such claims, including but not limited to equitable relief.
- 13. **Governing Law and Venue.** This Settlement Agreement is made and entered into in the State of Iowa and shall in all respects be interpreted, construed, enforced, and governed under the laws of the State of Iowa. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be in Johnson County District Court for the State of Iowa. This provision shall not be construed as waiving any defense or immunity to suit or liability, including without limitation sovereign immunity in state or federal court, which may be available to the State of Iowa and SUI as its instrumentality.
- 14. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, understandings, arrangements, and communications, whether oral or written, pertaining to the subject matter of this Agreement.
- 15. **Modification of Agreement.** This Settlement Agreement shall not be modified or amended except by written agreement of the parties.

Dated this 7th day of December, 2020.

FOR THE EMPLOYER:

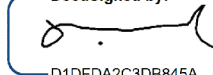
DocuSigned by:

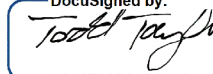
 25772E72CCF04C0... _____ 12/7/2020
 Kristin Bauer Date
 Merit System Director & Associate
 Counsel, BOR

DocuSigned by:

 6E5DC5E114FF446... _____ 12/8/2020
 Lynne Finn Date

Assistant Vice President
Facilities Management

FOR THE EMPLOYEE:

DocuSigned by:

 D1DFDA2C3DB845A... _____ 12/7/2020
 Jennifer Arnold Date

DocuSigned by:

 A5A9F82B3AD9412... _____ 12/7/2020
 Todd Taylor Date

Union Representative

DocuSigned by:

Cheryl Reardon
1F2A454E5D9F4A8...

12/8/2020

Cheryl Reardon
Chief HR Officer & Associate VP
University Human Resources

Date