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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: Dr. Hillary Johnson-Jahangir

Institutional Staff: Nike Fleming, Deputy Counsel, University of Iowa Health Care

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature: [Signature]

Date: 4/27/21 Reviewed: Redacted:

Institution: The University of Iowa

Institutional Head's Printed Name: J. Bruce Harreld

Institutional Head's Signature: [Signature]

Date: April 27, 2021 Approve: Deny:

Board of Regents

Executive Director's Printed Name: Mark Braun

Executive Director's Signature: [Signature]
DocuSigned by: FE8980CF8BED45B

Date: 4/27/2021 Approve: Deny:

RELEASE AGREEMENT

This Release Agreement ("*Agreement*") is made by and between Dr. Hillary Johnson-Jahangir ("*Doctor*") and University of Iowa Health Care, which is composed of the University of Iowa Hospitals and Clinics, the University of Iowa Carver College of Medicine, and the University of Iowa Physicians ("*UI*"). Doctor and UI agree as follows:

1. Resignation Date. Doctor will resign from her position at UI effective May 1, 2021 ("*Resignation Date*").

2. Non-Compete Agreement. The Parties agree that the Non-Compete Agreement executed on February 18, 2014 ("*Non-Compete Agreement*") is valid and enforceable. In consideration for Doctor's release at paragraph 4 of this Agreement and for other good and valuable consideration, UI agrees not to pursue legal action to enforce the terms and conditions of the Non-Compete Agreement. UI will not prevent Doctor from or interfere with Doctor seeking employment within the community defined in the Non-Compete Agreement.

3. Mutual Non-Admission. Doctor and UI deny that it has any liability to the other for any reason whatsoever, and the entry into this Agreement shall not constitute any admission or evidence of any fault, wrongdoing or improper conduct, and should not be construed as constituting any admission of fault, wrongdoing, or liability.

4. General Release Of All Claims By Doctor. Doctor releases, forever discharges and covenants not to sue UI with respect to any and all claims, causes of action, suits, debts, sums of money, controversies, agreements, promises, damages, and demands whatsoever, including attorneys' fees and court costs, in law or equity or before any federal, state or local administrative agency, whether known or unknown, suspected or unsuspected, which Doctor has, had, or may have, based on any event occurring, or alleged to have occurred, from the beginning of time to the date of this Agreement. This release includes, but is not limited to, claims for compensation under the Department of Dermatology Faculty Compensation Plan, claims under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866 (42 U.S.C. §1981), the Americans with Disabilities Act, the Occupational Safety and Health Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, the Iowa Civil Rights Act, the Older Workers Benefit Protection Act, the Age Discrimination in Employment Act, the Iowa Wage Payment Collection Statute and any other federal, state or local statute, law, regulation, ordinance, or order, and claims arising under common law, contract, implied contract, public policy or tort (except as to claims that cannot be released under applicable law).

5. No Interference. Nothing in this Agreement is intended to interfere with Doctor's right to report possible violations of federal, state or local law or regulation to any governmental or law enforcement agency or entity, or to make

other disclosures that are protected under the whistleblower provisions of federal, state or local law or regulation. Doctor further acknowledges that nothing in this Agreement is intended to interfere with Doctor's right to testify, assist, or participate in an investigation, hearing, or proceeding conducted by, the Equal Employment Opportunity Commission (the "*EEOC*"), any state human rights commission, or any other government agency or entity. By executing this Agreement, Doctor hereby waives the right to recover any damages or benefits in any proceeding Doctor may bring before the EEOC, any state human rights commission, or any other government agency or entity or in any proceeding brought by the EEOC, any state human rights commission, or any other government agency or entity on Doctor's behalf with respect to any claim released in this Agreement, *except that* Doctor may receive bounty money awarded by the U.S. Securities and Exchange Commission pursuant to Section 21F of the Securities Exchange Act of 1934 or any similar provision.

6. Older Workers Benefit Protection Act Requirements. In further consideration of the payment made herein and by agreeing to this provision, Doctor releases and waives any right or claim against UI arising out of Doctor's employment under the Age Discrimination in Employment Act, (ADEA) and the Older Workers Benefit Protection Act, (OWBPA). Doctor understands and agrees that:

- a. This Agreement is written in a manner that Doctor understands;
- b. Doctor does not release or waive rights or claims that may arise after Doctor signs this Agreement;
- c. Doctor waives rights and claims Doctor may have had under the OWBPA and the ADEA, but only in exchange for payments and/or benefits in addition to anything of value to which Doctor is already entitled;
- d. UI has advised Doctor to consult with an attorney before signing this Agreement, at Doctor's own expense;
- e. Doctor has twenty-one (21) calendar days (the "*Offer Period*") from receipt of this Agreement to consider whether to sign it. If Doctor signs this Agreement before the end of the Offer Period, Doctor acknowledges that Doctor's decision to do so was knowing, voluntary, and not induced by fraud, misrepresentation, or a threat to withdraw, alter, or provide different terms prior to the expiration of the Offer Period. Doctor agrees that changes or revisions to this Agreement, whether material or immaterial, do not restart the running of the Offer Period; and
- f. Doctor has seven (7) calendar days after signing this Agreement to revoke this Agreement (the "*Revocation Period*"). For such revocation to be effective, written notice must be received no later than midnight on the 7th calendar day after Doctor signs this Agreement.

7. Statement Regarding Doctor's Departure. The Parties agree to take no action which is intended, or would reasonably be expected, to disparage (or induce or encourage others to disparage) the other Party or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Parties, except that the Parties agree that each Party may state that Doctor resigned effective May 1, 2021. In responding to direct inquiries, formal requests, informal conversations, or in any other context, the responding Party shall make all reasonable efforts to avoid any statements that could be construed as disparaging to the other Party. Nothing herein shall prevent the Parties from making a truthful statement in connection with any legal proceeding or investigation by the Parties or any governmental authority. In responding to inquiries regarding Doctor's employment with UI, whether formal or informal, only the statement at Exhibit A may be provided. However, UI may respond to questionnaires with information in keeping with the statement at Exhibit A and may accurately respond to questions regarding privileges (that UI never took any action against Doctor's privileges) and discipline (none occurred), only.

8. Representation on Claims Made. UI agrees that in response to any claims made regarding or resulting from Doctor's professional services, UI will represent and defend Doctor consistent with its obligations to state employees under Iowa Code chapter 669 and the professional liability protection provided by the Carver College of Medicine UI Physicians.

9. Public Record. Doctor and UI specifically acknowledge that this Agreement is subject to disclosure in response to a request under Iowa's public records law.

10. Approvals. The Parties acknowledge that this 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 UI and must 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.

11. Notice. All notices by either of the Parties shall be in writing. All notices, demands and requests shall be deemed to be given when hand delivered or mailed, postage prepaid, by registered or certified mail, return receipt requested or delivered by a nationally recognized overnight delivery service.

To Doctor:

Dr. Hillary Johnson-Jahangir
1141 Wild Prairie Drive
Iowa City, IA 52246

and a copy to:

Erin Nathan
Simmons Perrine Moyer Bergman

To UI:

Attn: Associate V.P. for Legal Affairs
200 Hawkins Drive, 1349 JCP

Iowa City, Iowa 52242

115 3rd Street SE
Cedar Rapids, Iowa 52401

or to such other address or to such other person as may be designated by written notice given from time to time during the term of this Agreement by one Party to the other.

12. General Provisions.

- a. No draft of this Agreement shall be taken into account in construing this Agreement.
- b. This Agreement supersedes any prior understandings or agreements, whether oral or written, between Doctor and UI regarding the subject matter herein. This Agreement may not be amended or modified except by an express written agreement signed by Doctor and UI.
- c. Should any term, provision or portion of any provisions of this Agreement be held unenforceable for any reason, it shall be deemed severed from this Agreement, and the remainder of this Agreement shall continue to be in force in its entirety.
- d. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Facsimile or pdf signatures, as well as the signature of any party on an original copy of this Agreement, shall be acceptable as original signatures of the parties confirming their intent to abide by all of the terms and conditions hereof.
- e. This Agreement shall be construed and enforced in accordance with the procedural and substantive laws of the State of Iowa, without regard to its conflicts of law provisions.

Doctor's Acknowledgement. Doctor acknowledges that she has fully read this Agreement, understands its terms, has consulted with her attorney prior to signing this Agreement, has been given a reasonable amount of time to consider this Agreement and its ramifications, and is entering into this Agreement knowingly and voluntarily.

By:  _____
DocuSigned by:
3E002B6598444DA

Dr. Hillary Johnson- Jahangir

4/22/2021

Date: _____

University of Iowa Health Care, which is composed of the University of Iowa
Hospitals and Clinics, the University of Iowa Carver College of Medicine, and the
University of Iowa Physicians

By: Brooks Jackson

Date: ^{Its} 04/23/2021

Exhibit A

Dr. Hillary Johnson-Jahangir was employed as a dermatology faculty member from January 2014 until May 1, 2021, when she resigned. During that period of time she held full privileges, practiced as a Mohs surgeon, provided aesthetic services, and taught trainees. Dr. Johnson-Jahangir was not the subject of any disciplinary action and no actions were taken against her privileges during her time at the University of Iowa.