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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: Constance ("Connie") Smothers

Institutional Staff: Maria Lukas
Deputy General Counsel, University of Iowa

Office of the Attorney General

Reviewed by (Print Name): Kaya Burkholder Reynolds
Reviewer's Signature: Kaya Burkholder Reynolds
Date: 8/2/19 Reviewed: Redacted: none

Institution: University of Iowa

Institutional Head's Printed Name: J. Bruce Harrelld
Institutional Head's Signature: J. B. Harrelld
Date: 8/5/19 Approve: Deny:

Board of Regents

Executive Director's Printed Name: Mark J. Braun
Executive Director's Signature: Mark J. Braun
Date: 8/2/19 Approve: Deny:

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into by Constance "Connie" Smothers ("Employee") and the University of Iowa ("University").

RECITALS

WHEREAS, Employee was employed as a Custodian by the University of Iowa Health Care ("Department") since 1983 until her employment separation on June 14, 2018;

WHEREAS, at the time of Employee's separation from employment, the Employee and University officials agreed and intended that Employee's separation would be for disability; and Employee subsequently was approved for disability by the Social Security Administration and by the Principal Financial Group, the third-party administrator for the University; and the Employee began receiving benefits from the Principal Financial Group in November 2018;

WHEREAS, the Employee's separation from employment was processed as due to retirement instead of due to disability; and

WHEREAS, the Employee and University desire in good faith to settle fully and finally all differences between them.

NOW, THEREFORE, in exchange for their mutual promises and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Payment:** The University agrees to reimburse Employee a total of \$2420.00 for health care premiums during the months of July, August, September and October 2018, at \$605 per month. This payment will be subject to withholding.

2. **Time to Consider Agreement.** Employee acknowledges that she has had at least twenty-one (21) days to consider this Agreement.

3. **Waiver and Release.** In consideration for 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, 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 Employee's employment relationship with the University (and compensation and benefits related thereto) or the end thereof and matters or allegations that underlie this Settlement Agreement, 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.*) and all its amendments; 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.

Employee may revoke her waiver of any ADEA claim for a period of seven (7) days following the date on which she signs this Agreement, and the waiver/release of any age discrimination claims shall not become effective or enforceable until the revocation period has expired.

4. **Extinguishment of All Claims, Known or Unknown.** Employee 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 execution of this Agreement, and that this Agreement contemplates the extinguishment of any such claims, including but not limited to equitable relief.

5. **Waiver of Right to Damages.** Employee further agrees that she has no entitlement to or right to recover damages against University relating to the subject matter of this Agreement.

6. **Voluntary Agreement.** Employee represents and certifies that she has carefully read and fully understands all of the provisions and effects of this Agreement; that she has been advised to and had the opportunity for consultation with legal counsel; 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.

7. **No Admission of Liability.** This Agreement is not, and shall not in any way be construed as an admission by University 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 Employee or that it violated any federal, state or local law.

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.** The parties acknowledge that this Agreement is subject to Iowa Code 22.13A 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 Attorney General or his designee. This Agreement is not effective until it has received all necessary review and approvals. This Agreement will be posted to the Board of Regents website

10. **Governing Law.** This 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. 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.

11. **Severability.** Should any provision, sentence, term, or word in 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.

12. **Entire Agreement.** This 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.

13. **Modification of Agreement.** This Agreement shall not be modified or amended except by written agreement of the parties.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

EMPLOYEE

Constance "Connie" Smothers
Constance "Connie" Smothers

7-17-2019
Date

THE UNIVERSITY OF IOWA

By: Jana S. Wessels
Jana S. Wessels, JD, MBA
Associate Vice President 7.18.19

By: David W. Kieft
David W. Kieft
Business Manager

07/25/2019
Date