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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



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Jim Lindenmayer, PhD, *Ottumwa*

Mark J. Braun, Executive Director

Routing/Review Approval of Personnel Settlement Agreement

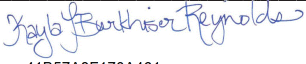
Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. ****After signing, please return to the attention of BOR – General Counsel.**** If "denied," please return to BOR – General Counsel.

In the matter of: Patrick Wombacher, 19-MG-003

Institutional Staff: Kristin Bauer, Merit System Director

Office of the Attorney General

Reviewed by (Print Name):

DocuSigned by: Kayla Burkhiser Reynolds

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Reviewer's Signature:

Date: 9/23/2020

Reviewed:

Redacted:

Institution: The University of Iowa

Institutional Head's Printed Name: J. Bruce Harreld

Institutional Head's Signature: 

Date: 09/22/2020

Approve:

Deny:

Board of Regents

Executive Director's Printed Name:

DocuSigned by: Mark Braun

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Executive Director's Signature:

Date: 9/18/2020

Approve:

Deny:

**BOARD OF REGENTS, STATE OF IOWA,
STATE UNIVERSITY OF IOWA
AND PATRICK WOMBACHER**

GRIEVANCE SETTLEMENT AGREEMENT

The State University of Iowa (Employer, hereafter SUI) and Patrick Wombacher (hereafter Grievant) enter into the following Settlement in full and final resolution of the Merit Grievance dated August 8, 2018, filed by the Grievant. Grievant alleged SUI failed to meet "Just Cause" in relation to the termination of his employment on August 1, 2018, for violations of SUI policies and work rules.

In resolution of the Merit Grievance, the parties agree to the following:

1. **Lump Sum Payment.** SUI will provide the Grievant with a single lump sum settlement payment of \$5,000.00 and 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 his employment.
2. **Withdrawal of Grievance.** In consideration for the foregoing, Grievant will withdraw the above-mentioned grievance.
3. **No Reemployment.** Grievant will not apply for, accept or be eligible for reemployment in any position at SUI now or in the future. In the event Grievant violates this provision and nevertheless secures reemployment with SUI, Grievant agrees that such reemployment shall be rescinded at its inception.
4. **Good Faith.** 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.
5. **No Admission of Liability.** This Agreement 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 by any of the Releasees that it engaged in any wrongful acts against Grievant or that it violated any federal, state or local law.
6. **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 SUI President 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.
7. **Public Record.** This settlement agreement is subject to the Iowa Open Records Act and is available for public inspection and copying.
8. **Extinguishment of All Claims, Known or Unknown.** Grievant expressly acknowledges that

this 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.


- 9. Waiver and Release of Liability.** In consideration for SUI's agreement to the terms set forth above, Grievant hereby irrevocably and unconditionally releases, remises and forever discharges and covenants not to sue SUI, 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 grievance, 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 his 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 SUI, or any of its directors, officers, agents, employees or representatives, arising from or related to Grievant's employment relationship with SUI (and compensation and benefits related thereto) or the end thereof and matters or allegations that are the subject matter of the grievance, including, but not limited to, any claims arising from any alleged violation by SUI 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. Grievant acknowledges this release includes all claims against employees of SUI, the State of Iowa, and the Board of Regents for the State of Iowa in their official and individual capacities.
- 10. Governing Law and Venue.** 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. 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 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.
- 11. Knowing and Voluntary Agreement.** 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.
- 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.

Dated this 16th day of September, 2020.

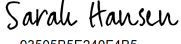
FOR THE UNIVERSITY:

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Kristin Bauer
Merit System Director
Associate Counsel, BOR

9/18/2020


Date

DocuSigned by:

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Sarah Hansen
Vice President for Student Life

9/18/2020

Date


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Cheryl Reardon
Chief HR Officer & Associate VP
University Human Resources

9/18/2020

Date


FOR THE GRIEVANT:

DocuSigned by:

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Patrick Wombacher
Grievant

9/17/2020

Date

DocuSigned by:

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Todd Taylor
Union Representative
AFSCME Council 61

9/17/2020

Date