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Iowa Braille and Sight Saving School
Lakeside Laboratory Regents Resource Center
Western Iowa Regents Resource Center



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Zackery 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: Holly Maxwell-Stevenson
BOR #19-GA-022

Institutional Staff: Tim Cook
Associate Counsel, BOR

Office of the Attorney General

Reviewed by (Print Name): Jeffrey S. Thompson
Reviewer's Signature: [Signature]
Date: 7/11/19 Reviewed: ☒ Redacted: ☐

Institution: University of Iowa

Institutional Head's Printed Name: J. Bruce Harreld

Institutional Head's Signature: [Signature]

Date: 7/12/19

Approve: ☐

Deny: ☐

Board of Regents

Executive Director's Printed Name: Mark J. Braun

Executive Director's Signature: [Signature]

Date: 7/22/19

Approve: ☒

Deny: ☐

BOARD OF REGENTS, STATE OF IOWA,

STATE UNIVERSITY OF IOWA

AND

HOLLY MAXWELL-STEVENSON

AGREEMENT

The Board of Regents (BOR), State of Iowa, and the State University of Iowa (SUI), hereinafter Employer, and Holly Maxwell-Stevenson, hereinafter Grievant, enter into the following Agreement in full and final resolution of PERB number 19-GA-022 filed by Grievant on August 20, 2018.

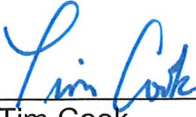
This agreement arose out of a situation in which the Grievant's appointment as a Teaching Assistant was not renewed. Based on this situation, the parties agree to the following:

1. SUI will provide academic year tuition beginning with the 2018-2019 academic year for a maximum of three (3) academic years (six semesters) or until completion of her degree program, whichever is earlier.
2. SUI will provide fifty percent (50%) of the Grievant's academic year mandatory fees beginning with the 2018-2019 academic year for a maximum of three (3) academic years (six semesters) or until the completion of her degree program, whichever is earlier.
3. The Grievant is eligible to apply for competitive research and dissertation fellowships offered by the College of Liberal Arts and Sciences (CLAS) and the Graduate College.
4. Any semester that the Grievant is awarded an internal or external dissertation fellowship that includes a tuition scholarship, SUI will not provide tuition or fees for that semester.
5. SUI will not prohibit or cause the denial of employment for the Grievant in an on-campus, non-teaching position that does not involve tutoring, evaluating or supervising students.
6. The Grievant will be evaluated by a committee in December of 2019 to determine if she will become certified as a Ph.D. candidate in the Department of Philosophy (Department). The committee will be comprised in accordance with the Department's past practice with the addition of member(s) from outside the Department.

7. Should the Grievant fail to be certified, the terms of this Agreement shall become null and void and the grievance will proceed to hearing.
8. In consideration of the foregoing, the Grievant will withdraw the above referenced grievance at the appropriate time.
9. 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 this grievance.
10. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any grievance, arbitration, litigation, or other proceeding in the future.
11. This 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 SUI 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.
12. This settlement agreement is subject to Open Records and is available for public inspection and copying.


Dated this 14th Day of June 2019.

FOR THE EMPLOYER:

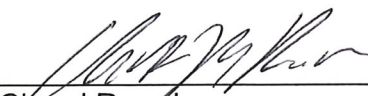
 7-19-19

Tim Cook Date
Associate Counsel
BOR

FOR THE GRIEVANT:

 6-26-19

Michael Hansen Date
Field Organizer
UE Local 896/COGS

 7-17-19

Cheryl Reardon Date
Associate VP/CHRO
SUI

 6-26-19

Holly Maxwell-Stevenson Date
Grievant

 07-17-2019

Christine Getz Date
Associate Dean, Graduate Education, CLAS
SUI

 7/17/19

John Keller Date
Dean of the Graduate College
SUI