

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into by Janis Perkins ("PLAINTIFF") and the State University of Iowa and the Board of Regents, State of Iowa, their current and former PLAINTIFFs, officers, and agents ("Employer")

WHEREAS, on or about December 10, 2012, PLAINTIFF filed a lawsuit in the Iowa District Court, Johnson County, Iowa, Case No. LACV 075136 (the "Lawsuit"); and,

WHEREAS, PLAINTIFF and the University have concluded discussions concerning the issues surrounding the Lawsuit and her employment with the University; and

WHEREAS, PLAINTIFF and the University wish to resolve all matters relating to PLAINTIFF's employment with University;

NOW, THEREFORE, in exchange for their mutual promises and for other good and valuable consideration, and intending to be legally bound by the provisions herein, the parties agree as follows:

- 1. Payment to PLAINTIFF.** On the condition that PLAINTIFF does not revoke her acceptance of this Agreement, the University agrees to pay to PLAINTIFF the sum of \$75,732.54 (of which ~~\$37,792~~ represents wages and \$38,000 represents emotional distress) and to PLAINTIFF's counsel, \$74,267.46 (of which \$24,267.46 represents costs and \$50,000 represents fees), the sum of \$150,000 (collectively, the "Settlement Payment"). Said Settlement Payment is not calculated, intended, or to be construed as any type of wage replacement or salary continuance to PLAINTIFF. The Settlement Payment will be made by the University within the latter of (a) five (5) business days of the expiration of the revocation period described in Section 5(b) below, or (b) the approval of this Settlement Agreement and General Release by each of the authorities identified in Section 10 below. At such time, Payment will be delivered to the law firm of Roxanne Conlin & Associates, P.C. The Settlement Payment is tendered in full, final, and complete settlement of all claims made by PLAINTIFF in connection with her employment with the University and for any attorney fees, expenses, and costs that PLAINTIFF and/or her attorney(s) may have incurred. \$37,732.54  
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- 2. Dismissal with Prejudice.** PLAINTIFF agrees to dismiss from the Lawsuit all individually named defendants with prejudice within five (5) business days of both parties' signature to this Settlement Agreement and General Release. PLAINTIFF agrees to dismiss with prejudice from the Lawsuit

any and all remaining defendants with prejudice within five (5) business days of receipt of payment pursuant to Section 1 above.

3. **Tax Consequences.** Should any tax liability, interest or penalties occur under federal or state law or regulations as a result of the foregoing payment, PLAINTIFF agrees to be solely responsible for, and to timely pay, any and all such obligations and to indemnify, defend and hold the University, and its directors, officers, agents, PLAINTIFFs or representatives harmless against any subsequent claims for federal or state taxes, if it is determined that such taxes should have been withheld from the payment. In addition, the University makes no representations on the tax consequences of the payment. PLAINTIFF is responsible to determine the tax consequences of the payment and act accordingly.
4. **Future Employment.** PLAINTIFF agrees that she will not seek or accept re-employment with the University.
5. **Waiver and Release.** In consideration of the terms set forth above, PLAINTIFF hereby waives, releases, acquits, and forever discharges the State of Iowa, the State of Iowa Board of Regents, the University, and its officers, employees, all individually named defendants in the Lawsuit, and agents (collectively, the "Releasees") from all liability whatsoever for all claims, demands, causes of action, whether known or unknown, and whether or not in litigation which she may have or which could be asserted by another on her behalf, based on any action, omission, or event arising from her employment or tenure or other relationship at the University, through and including the execution date of this Agreement, including actions claiming violation of the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended, or any other federal, state or local law, common law, order or regulation. Such waiver and release includes the withdrawal of the Grievance and any other complaints or grievances, currently pending or contemplated against the University, its PLAINTIFFs, or its agents.
  - a. PLAINTIFF acknowledges that she has had at least twenty-one (21) days to consider this Agreement; and
  - b. PLAINTIFF may revoke her waiver of any ADEA claim for a period of seven (7) days following the execution of this Agreement, and the waiver/release of any age discrimination claims shall not become effective or enforceable until the revocation period has expired.
6. **Waiver of Right to Damages.** PLAINTIFF further agrees, promises and covenants that should she or any person, organization or any other entity acting on her behalf file a charge, claim, or lawsuit, or cause or permit to be filed any charge, claim, or

lawsuit, PLAINTIFF will waive any right to recover damages against the Employer relating to the termination of her employment.

7. **Representation of Comprehension of Agreement.** PLAINTIFF and the University enter into this Agreement knowingly and voluntarily with full understanding of the terms and provisions herein, having been advised to and had the opportunity for consultation with legal counsel.
8. **No Admission of Liability.** This Agreement is not, and shall not in any way be construed as an admission by the University or any of the Releasees that s/he/it violated any federal, state or local law. The parties have entered into this Agreement for the sole purpose of resolving the employment concerns so as to avoid the burden, expense, delay, and uncertainties of proceeding through formal legal processes.
9. **Public Record.** The parties 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 Executive Order Number 85 and must be approved by the Executive Director of the Board of Regents and the head of the institution 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 web page.
11. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.
12. **Entire Agreement.** This agreement contains the entire agreement between the parties and supersedes all prior agreements, arrangements, and communications, whether oral or written, pertaining to PLAINTIFF's employment with the University.

The agreement shall not be modified or amended except by written agreement of the parties.

**JANIS PERKINS**

  
\_\_\_\_\_  
Janis Perkins

9-26-2015  
\_\_\_\_\_  
Date

**THE UNIVERSITY OF IOWA**

By:   
\_\_\_\_\_  
P. Barry Butter  
Office of the Provost

9/24/15  
\_\_\_\_\_  
Date

*Kevin Ward* (on behalf of Kevin Ward)

Kevin Ward  
University Human Resources

9-24-2015

Date

*Carroll Reasoner*

Carroll Reasoner  
Office of the General Counsel

9-25-15

Date

Governing Iowa's public universities and special schools

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Iowa State University  
University of Northern Iowa  
Iowa School for the Deaf  
Iowa Braille and Sight Saving School  
Lakeside Laboratory Regents Resource Center  
Northwest Iowa Regents Resource Center  
Quad-Cities Graduate Center  
Southwest Iowa Regents Resource Center



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**Executive Order Number Eighty-Five**  
**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: Janis Perkins, Iowa District Court Case No. LACV 075136

Institutional Staff: Jamie Jorgensen

**Office of the Attorney General**

Reviewed by (Print Name): Diane M. Stahle

Reviewer's Signature: *Diane M. Stahle*

Date: 9/3/15 Reviewed:  Redacted:

Institution: University of Iowa

Institutional Head's Printed Name: Jean E. Robillard, M.D.

Institutional Head's Signature: *Jean E. Robillard*

Date: 9/23/15 Approve:  Deny:

**Board of Regents**

Executive Director's Printed Name: Robert Donley

Executive Director's Signature: *Robert Donley*

Date: 9-24-15 Approve:  Deny: