

**SETTLEMENT AGREEMENT AND  
GENERAL RELEASE**

This Settlement Agreement and General Release (the "Agreement") is made by and between Michael Scott and the State of Iowa and The University of Iowa (referred to as "Defendants").

**RECITALS:**

A. Michael Scott filed a lawsuit captioned *Michael Scott vs. State of Iowa, State University of Iowa d/b/a The University of Iowa, et al.*, (Polk County Case No. LACL131296) (hereinafter collectively referred to as the "litigation"); and

B. Michael Scott and the Defendants desire in good faith to settle fully and finally all differences between them, including, but not limited to, those differences embodied in the litigation;

In consideration of the mutual promises, obligations, and payments contained in this Agreement, it is agreed as follows:

1. **Settlement Payment.** Defendants agree that when counsel of record for Defendants receives the fully executed original of this Agreement and subject to paragraph 6 below. The Settlement Payment shall be allocated in the following manner:

- (a) a check in the amount of \$80,991.08 made payable to:

FIEDLER & TIMMER, P.L.C.  
2900 100<sup>th</sup> Street, Suite 209  
Urbandale, Iowa 50322

- (b) a check in the gross amount of \$20,000 for past wages made payable to:

Michael Scott

- (c) a check in the amount of \$97,222.92 made payable to:

Michael Scott

The Settlement Payment is tendered in full, final, and complete settlement of all claims made in the litigation and for any legal action the Defendants may have subsequently filed in connection with the litigation for damages, attorneys' fees, expenses, and costs that the Plaintiff's attorneys may have incurred.

2. **Tax Liability.** Should any tax liability, interest, or penalties occur under federal or state law or regulations as a result of the payments made pursuant to this Agreement, Scott agrees to be solely responsible for, and to timely pay, any and all such obligations.

3. **Stipulation for Dismissal.** Upon execution of this Agreement, the Plaintiff shall execute a Stipulation for Dismissal With Prejudice for all of the Plaintiff's claims against Defendants in the litigation, and shall file the Dismissal with the Court and without further cost to any party.

4. **Full and Comprehensive Release.** In consideration of the payment by Defendants to Scott as set forth in paragraph 2, Scott hereby irrevocably and unconditionally releases, remises and forever discharges the Defendants and its agents, directors, officers, employees, representatives, attorneys, divisions, subsidiaries, affiliates (and agents, directors, officers, employees, representatives and attorneys of such divisions, subsidiaries and affiliates), and its predecessors, successors, heirs, executors, administrators and assigns, and all persons acting by, through, under or in concert with any of them (collectively "Releasees"), or any of them, of and from any and all actions, causes of actions, suits, debts, charges, the litigation, 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 Defendants, or any of its directors, officers, agents, employees or representatives, arising from or related to Scott's relationship with the Defendants (and compensation and benefits related thereto) or the end thereof and matters or allegations which are the subject matter of the litigation, including, but not limited to, any claims arising from any alleged violation by Defendants 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. § 2000e *et seq.*), the Age Discrimination in Employment Act of 1990 (42 U.S.C. § 12101 *et. seq.*); the Equal Pay Act (29 U.S.C. § 206(d)); the Iowa Civil Rights Act (Iowa Code Chapter 216); Iowa's Wage Payment Collection Law (Iowa Code Chapter 91A); and any claims in violation of the common law or public policy of this state. Scott acknowledges this release includes all claims against employees of the University of Iowa and the State of Iowa in their official and individual capacities.

5. **Extinguishment of All Claims, Known or Unknown.** Scott expressly acknowledges that this Agreement is intended to include all claims whether known or unknown to Scott, that have arisen prior to or as of the execution of this Agreement by Scott, and that this Agreement contemplates the extinguishment of any such claims.

6. **Disclosure.** Scott and Defendants agree that this Agreement is a public record under Iowa law. The parties acknowledge that this Settlement 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.

7. **Governing Law.** This Agreement is made and entered into in the State of Iowa and shall in all respects be interpreted, enforced, and governed under the laws 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.

8. **Severability.** Should any provision, sentence, term, or word of 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.

9. **No Admission of Liability.** This Agreement is not, and shall not in any way be construed as an admission by the University of Iowa that it engaged in any acts of discrimination and/or retaliation against Plaintiff or that it violated any federal, state or local law.

10. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter of this Agreement.

11. **Voluntary Agreement.** Scott represents and certifies that Scott has carefully read and fully understands all of the provisions and effects of this Agreement, that it has thoroughly discussed all aspects of this Agreement with her attorney, that it is voluntarily entering into this Agreement, and that the Defendants have not made any representations concerning the terms or effects of this Agreement other than those contained in it.

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

**ON BEHALF OF PLAINTIFF:**

By:   
\_\_\_\_\_  
MICHAEL SCOTT

**ON BEHALF OF THE DEFENDANTS:**

By:   
\_\_\_\_\_  
THE UNIVERSITY OF IOWA,  
STATE OF IOWA

Date: 12-21-15

Date: 1/15/16

Governing Iowa's public universities and special schools  
 University of Iowa  
 Iowa State University  
 University of Northern Iowa  
 Iowa School for the Deaf  
 Iowa Draille and Sign-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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 Rachel Johnson, Sioux City  
 Larry McKibben, Marshalltown  
 Subhash Sahal, Webster City  
 Robert Donley, Executive Director

**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: Michael Scott v. State of Iowa, State University of Iowa d/b/a The University of Iowa; Polk County Case No. LACL131296

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

**Office of the Attorney General**

Reviewed by (Print Name): George A. Carroll, Assistant Attorney General

Reviewer's Signature: *George A. Carroll*

Date: 1/22/16 Reviewed:  Redacted:

Institution: The University of Iowa

Institutional Head's Printed Name: J. Bruce Harreld

Institutional Head's Signature: *J. B. Harreld*

Date: 1/15/16 Approve:  Deny:

**Board of Regents**

Executive Director's Printed Name: Robert Donley

Executive Director's Signature: *Robert Donley*

Date: 1.19.16 Approve:  Deny:

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