

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into by Michelle Shingledecker ("EMPLOYEE") and the University of Iowa ("University").

WHEREAS, on or about September 16 2014, EMPLOYEE's employment with the University was terminated; and,

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

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

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. **University's Obligations.** The University agrees to the following in full, final, and complete settlement of all claims made by EMPLOYEE in connection with her employment with the University as of the date of this Agreement and for any attorney fees, expenses, and costs that EMPLOYEE and/or her attorney(s) may have incurred:
 - a. University will code EMPLOYEE's termination as a voluntary resignation in its Human Resources Information System;
 - b. University will not contest EMPLOYEE's claim for unemployment benefits; and
 - c. University will pay to EMPLOYEE the sum of \$750.00 as reimbursement for employment-related expenses. Should any tax liability, interest or penalties occur under federal or state law or regulations as a result of the foregoing payment, EMPLOYEE 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, employees 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. EMPLOYEE is responsible to determine the tax consequences of the payment and act accordingly.

2. **Waiver and Release.** In consideration of the terms set forth above, EMPLOYEE hereby waives, releases, acquits, and forever discharges the State of Iowa, the State of Iowa Board of Regents, the University, and its officers, employees, and agents (collectively, the "Releasees") from all liability or right to recovery 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 Grievances and any other complaints or grievances, currently pending or contemplated against the University, its employees, or its agents.

3. **Covenant Not to Sue.** EMPLOYEE further agrees, promises and covenants that neither she nor any person, organization or any other entity acting on her behalf will file or permit to be filed any action for damages or other relief (including injunctive, declaratory, monetary relief or other) against the Releasees involving any matter which occurred in the past up to date of this Settlement Agreement and General Release, including any continuing effects thereof, or otherwise involving any claims, demands, causes of action, obligations, damages or liabilities which are the subject of this Settlement Agreement and General Release. EMPLOYEE further agrees that the University will be entitled to recover attorneys' fees and expenses for any breach of this provision.
4. **No Reemployment in University of Iowa Health Care.** EMPLOYEE agrees not to seek or accept employment in the University of Iowa Healthcare organization at any time in the future. EMPLOYEE is eligible for employment in other University organizations but is not entitled to any preferential consideration.
5. **Representation of Comprehension of Agreement.** EMPLOYEE and the University enter into the 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.
6. **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.
7. **This Agreement is subject to Executive Order 85 and must be approved by the Executive Director of the Board of Regents and the President of the University of Iowa and reviewed by the Attorney General or his designee. This Agreement 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.

- 8. This Agreement is subject to Open Records and is available for public inspection and copying.
- 9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.
- 10. 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 EMPLOYEE's employment with the University.

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

MICHELLE SHINGLEDECKER

Michelle Shingledecker
Michelle Shingledecker

1-16-15
Date

THE UNIVERSITY OF IOWA

By: Jana Wessels
Jana Wessels

1.21.15
Date

Kevin Ward
Kevin Ward
University Human Resources

Carroll Reasoner/jdj
Carroll Reasoner
Office of the General Counsel

1-21-15
Date

Governing Iowa's public
universities and special schools

University of Iowa
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: Michelle Shingledecker

Institutional Staff: Jamie Jorgensen, Deputy Counsel

Office of the Attorney General

Reviewed by (Print Name): Diane M. Stahle

Reviewer's Signature: *Diane M. Stahle*

Date: 2/11/15 8:30 AM Reviewed: Redacted:

Institution: _____

Institutional Head's Printed Name: _____

Institutional Head's Signature: *Jerry Mann*

Date: 2/2/15 Approve: Deny:

Board of Regents

Executive Director's Printed Name: Robert Donley

Executive Director's Signature: *Robert Donley*

Date: 2.12.15 Approve: Deny: