

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE is made and entered into by and between Stacy Michael and the State University of Iowa, University of Iowa Hospitals and Clinics and Board of Regents its current and former employees, officers, and agents ("Employer").

### RECITALS:

- A. Stacy Michael was employed by the University of Iowa Hospitals and Clinics;
- B. Stacy Michael was terminated from the University on March 30, 2015;
- C. The parties desire to convert the termination to a voluntary resignation effective March 30, 2015; and
- D. The parties desire to settle fully and finally all differences between them, including but in no way limited to, those differences embodied in the aforementioned termination.

THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. **Settlement Payment.** The Employer agrees that, as soon as practicable after receipt of the fully executed original of this Settlement Agreement and General Release, the Employer will pay Seven Thousand Dollars (\$7,000.00) gross, to Stacy Michael. Taxes and retirement contributions will be withheld from such payments as required by law. Such payment shall constitute a full, final and complete settlement of any disputed claims by Stacy Michael. Such payment shall serve as consideration for this Settlement Agreement and General Release as well as the Employer and SEIU Local 199 Settlement Agreement signed by the Grievant, her Union representative, and the Employer, and therefore, such payment is contingent on both agreements being signed.
2. **No Admission of Liability.** This Settlement Agreement and General Release is not an admission by the Employer, or any of its directors, officers, agents, employees or representatives that the University violated any federal, state or local law, or that the Employer's actions were unwarranted, unjustified, in bad faith, against any public policy of the State of Iowa, discriminatory or otherwise unlawful. The Employer specifically disclaims any liability to, or discrimination against, Stacy Michael or any other person, on the part of itself, its directors, officers, agents, employees or representatives. The parties have entered into

this Settlement Agreement and General Release, in good faith, for the sole purpose of resolving any dispute, thus avoiding the burden, expense, delay and uncertainties of litigation.

3. **No Findings.** The parties agree that no findings of any kind have been made or issued in the above-referenced action and Stacy Michael does not purport to be the prevailing party in that action.
4. **Full and Comprehensive Release.** In consideration of the payment by the Employer to Stacy Michael in Paragraph 1, she hereby irrevocably and unconditionally releases, remises, and forever discharges the State University of Iowa, University of Iowa Hospitals and Clinics, the Board of Regents, State of Iowa, and its and their agents, directors, officers, employees, representatives, attorneys, divisions, subsidiaries, affiliates, and its and their predecessors, successors, heirs, executors, administrators and assigns, and all persons acting on behalf of, by, through, under or in concert with any of them from any and all actions, causes of action, suits, debts, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorneys' fees and costs), 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 and which can be legally released by private agreement, from the beginning of time to the date of this Agreement, arising from, otherwise related to, her employment relationship with the Employer or the separation thereof, including, but not limited to, any claims arising from any alleged violation by the Employer 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, 29 U.S.C. § 621 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; the Equal Pay Act, 29 U.S.C. § 206(d) et seq.; and the Iowa Civil Rights Act of 1965, Iowa Code chapter 216. Stacy Michael further waives her right to monetary or other recovery should any federal, state, or local administrative agency pursue any claims on her behalf arising out of or related to her employment and/or separation of that employment from the Employer. Stacy Michael further agrees to waive all rights to use any internal grievance or appeal procedure offered by the Employer with respect to any matter arising out of or related to her employment with the Employer and/or separation of that employment.
5. **Covenant Not to Sue.** Subject to any limitations set forth by law, regulation, or public policy, Stacy Michael further agrees, promises and covenants that neither she, nor any person, organization or any other entity acting on her behalf will file, charge, claim, sue or cause or

permit to be filed, charged or claimed, any action for damages or other relief (including injunctive, declaratory, monetary relief or other) against the State University of Iowa, University of Iowa Hospitals and Clinics, Board of Regents, State of Iowa, their affiliates and successors and its and their officers, directors, employees, agents and representatives, involving any matter which occurred in the past up to the date of this Settlement Agreement and General Release, including any continuing effects thereof, or otherwise involving any claims, demands, causes of action, obligation, damages or liabilities which are the subject of this Settlement Agreement and General Release.

Employee further agrees, promises and covenants that should he or any person, organization or any other entity acting on his behalf file a charge, claim, or lawsuit, or cause or permit to be filed any charge, claim, or lawsuit, Employee will waive any right to recover damages against University relating to his employment.

6. **Extinguishment of all Claims.** Stacy Michael expressly acknowledges this Settlement Agreement and General Release is intended to include in its effect, without limitation, any and all claims concerning her employment with or separation from the Employer, of which Stacy Michael knows or does not know, should have known, had reason to know or suspect existed in her favor at the time of execution hereof.
7. **Confidentiality.** The parties agree that neither Stacy Michael nor the Employer will henceforth discuss the terms of this Settlement Agreement and General Release, the subject matter of the Complaint, the Employer's response to the Complaint, or the content of negotiations with the Employer, with any individual except her spouse and as required by law. Stacy Michael may review the settlement payment with her financial adviser and/or accountant. The parties specifically acknowledge that this Settlement Agreement and General Release is subject to disclosure in response to a request under Iowa's public records law. This settlement 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 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.
8. **Voluntary Agreement.** The Employer hereby advises Stacy Michael of her right to consult an attorney before signing this Agreement. Stacy Michael represents and certifies that she has carefully read, and fully understands, all of the provisions and effects of this Settlement

Agreement and General Release. She further represents and certifies that she entered into this Settlement Agreement and General Release voluntarily and that neither the Employer nor its agents, representatives or attorneys, made any representations concerning the terms or effects of this Settlement Agreement and General Release other than those contained herein.

9. **Employment Relationship Severed.** Stacy Michael agrees and recognizes her employment relationship with the Employer, its agents, affiliates and successors is severed as of March 30, 2015 except as described in the Employer and SEIU Local 199 Settlement Agreement signed by the Grievant, her Union representative, and the Employer.

10. **Entire Agreement.** This Settlement Agreement and General Release and the Employer and SEIU Local 199 Settlement Agreement signed by Stacy Michael and her Union representative set forth the entire agreement between the parties hereto, and fully supersede any and all prior agreements or understanding between the parties pertaining to this subject matter hereof.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Stacy Michael and the Employer have executed the foregoing Settlement Agreement and General Release.

Dated this 2<sup>nd</sup> Day of February, 2016.

STACY MICHAEL

Stacy L. Michael / 2/2/16  
Stacy Michael Date

Jim Jacobson / 2/17/16  
Jim Jacobson Date  
SEIU, Local 199

THE UNIVERSITY OF IOWA

Jana R. Wessels / 2/25/16  
Jana R. Wessels Date  
University of Iowa Health Care

Kevin Ward / 2/24/16  
Kevin Ward Date  
University Human Resources

Carroll Reasoner / 2/24/16  
Carroll Reasoner Date  
Office of the General Counsel

**STATE UNIVERSITY OF IOWA,  
UNIVERSITY OF IOWA HOSPITALS AND CLINICS,  
BOARD OF REGENTS, STATE OF IOWA**

**AND**

**SEIU LOCAL 199**

**SETTLEMENT AGREEMENT**

The State University of Iowa (SUI), University of Iowa Hospitals and Clinics (UIHC), and Board of Regents (BOR), State of Iowa hereinafter Employer, and the Service Employees International Union, Local 199, hereinafter Union, enter into the following Settlement in full and final resolution of the grievance (PERB No. 16-GA-007) filed by and on behalf of Stacy Michael, hereinafter the Grievant, alleging violations of Article XXIV, Section 3 (Discipline and Discharge) of the 2013-15 Collective Bargaining Agreement (CBA) between the parties.

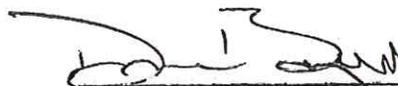
This agreement arose out of a situation in which the Employer terminated Grievant on or about March 30, 2015. The parties agree to the following:

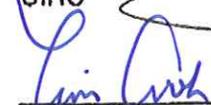
1. Grievant's termination will be changed to a voluntary resignation effective March 30, 2015. Attached hereto is a resignation letter with Grievant's signature for placement in her file. Any and all coding in any database controlled by the Employer shall reflect the Grievant voluntarily resigned her position.
2. Upon execution of this Agreement, the Employer will provide the Union with a letter stating the specific information that the Employer will provide to any potential employers should they inquire about the Grievant. Information the Employer will provide to any potential employer shall be limited to: the Grievant's job classification, salary, years of employment, and voluntary resignation status.
3. Grievant will not be eligible for rehire by UIHC nor shall the Grievant apply for or accept any positions at UIHC.
4. Grievant is eligible for employment in other University of Iowa departments, such as the College of Nursing, provided she has no access to "Epic," UIHC's electronic health record system.
5. Grievant is eligible for employment by UI Community HomeCare, UI Community Medical Services, Inc., and/or UI QuickCare as well as other community health care entities that are not a part of SUI or UIHC.
6. Grievant may work at UIHC as part of supervised clinical work connected with an academic degree or credential she may be pursuing.

7. Any and all materials related to or referencing the discipline giving rise to the grievance will be removed from the Grievant's personnel file.
8. The Employer will pay the Grievant \$7,000.00 (seven thousand dollars). Taxes and retirement contributions shall be withheld from this compensation as required by law. Such payment shall serve as consideration for this Agreement as well as the Settlement Agreement and General Release signed separately by the Grievant and the Employer.
9. The terms of this 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.
10. This settlement 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 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.
11. This settlement agreement is subject to Open Records and is available for public inspection and copying.

Dated this 3 Day of January 2016.

FOR THE EMPLOYER:

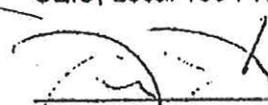
  
 \_\_\_\_\_ Date 2/24/16  
 David Bergeon  
 UIHC

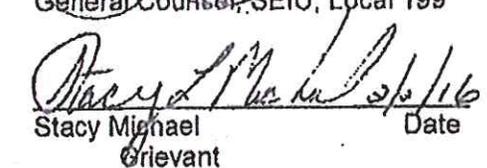
  
 \_\_\_\_\_ Date 3-1-16  
 Tim Cook  
 BOR

  
 \_\_\_\_\_ Date 2/23/16  
 Josey Bathke  
 SUI

FOR THE UNION:

  
 \_\_\_\_\_ Date 2-12-16  
 Cathy Glasson  
 SEIU, Local 199 President

  
 \_\_\_\_\_ Date 1/3/16  
 Jim Jacobson  
 General Counsel, SEIU, Local 199

  
 \_\_\_\_\_ Date 2/2/16  
 Stacy Michael  
 Grievant

March 16, 2015

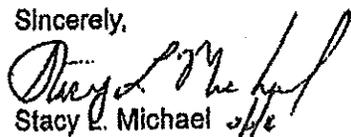
Human Resources Department  
University of Iowa Hospitals and Clinics  
200 Hawkins Dr.  
Iowa City, IA 5224

To Whom It May Concern:

Please accept this letter as notice of my resignation from my position with UIHC effective March 30, 2015.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Stacy L. Michael". The signature is written in a cursive style with a large, sweeping flourish at the end.

/s/ Stacy Michael

Stacy Michael, ARNP

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: Stacy Michael  
SEIU

Institutional Staff: Tim Cook.  
BOR Associate Counsel

#### Office of the Attorney General

Reviewed by (Print Name): Diagne Stahlke

Reviewer's Signature: *Diagne M. Stahlke*

Date: 2/15/16 Reviewed:  Redacted:

Institution: University of Iowa

Institutional Head's Printed Name: Bruce Hamel, President

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

Date: 2/23/16 Approve:  Deny:

#### Board of Regents

Executive Director's Printed Name: Robert Donley

Executive Director's Signature: *Robert Donley*

Date: 3.7.16 Approve:  Deny: