



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 DAS-Communications in the Hoover Building for routing/final distribution. **If denied, please return to DAS-Communications.

In the matter of: Raina Whitfield DAS# 20-0006 / PERB# 102391

LLS Staff: Nathan Reckman

Agency/Department: Iowa Department of Human Services

Director's Printed Name: Kelly Garcia

Director's Signature:

Date: 3/5/2020 Approve: Deny:

Department of Administrative Services

Director's Printed Name: Jim Kurtenbach

Director's Signature:

Date: 05 MARCH 2020 Approve: Deny:

Department of Management

Director's Printed Name: David Roederer

Director's Signature:

Date: 3-5-2020 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature:

Date: 3/5/20 Reviewed: Redacted:

STATE OF IOWA
AND
RAINA WHITFIELD

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Department of Human Services (Woodward Resource Center), hereinafter the "State" and Raina Whitfield, hereinafter "Whitfield," enter into the following Settlement Agreement in full and final resolution of the grievance filed by Whitfield, IDAS #20-0006; PERB #102391, that alleged a violation of Iowa Administrative Code rule 11 - 60.2(8A).

This settlement arose out of a situation in which Whitfield was terminated from State employment on or about July 1, 2019. The parties have agreed to the following:

1. Whitfield shall be reinstated to employment at Woodward Resource Center subject to the following:
 - a. Whitfield shall be reinstated to her former classification as a Resident Treatment Worker.
 - b. Whitfield must complete all necessary paperwork and pass the full background check required for the position.
 - c. Whitfield shall have her sick leave balance restored to the balance as of the date of termination.
 - d. Whitfield's employment start date with the State shall be restored to May 29, 2009 adjusted for the gap in State employment from July 1, 2019, to the date this Settlement Agreement becomes final.
2. In consideration of the foregoing, Whitfield hereby withdraws the above referenced Public Employment Relations Board Appeal.
3. The specific terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter.
4. This Settlement Agreement constitutes the entire agreement between the parties. The terms of this Settlement Agreement are contractual and not merely recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged by each party.
5. This Settlement Agreement is a public record, pursuant to Iowa Code section 22.13A (2019), and shall be made accessible to the public on an internet site maintained by the Iowa Department of Administrative Services.

6. This Settlement Agreement is not binding until completely approved in accordance with Iowa Code section 22.13A(5).

PLEASE READ THIS DOCUMENT CAREFULLY. IT WILL RELEASE AND WAIVE LEGAL CLAIMS AND RIGHTS YOU MAY HAVE. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS DOCUMENT.

APPROVED AS TO FORM

FOR THE STATE:

FOR THE GRIEVANT:

Nathan Reckman Date: 3/4/20
Nathan Reckman
Labor and Legal Services Attorney
Iowa Department of Administrative
Services

Rick Eilander Date: 3-4-20
Rick Eilander
Union Representative
AFSCME Council 61

Marsha Edgington Date: 3-4-2020
Marsha Edgington
Superintendent
Department of Human Services
Woodward Resource Center

Raina Whitfield Date: 3-4-2020
Raina Whitfield
Grievant



Department of Justice

THOMAS J. MILLER
ATTORNEY GENERAL
JEFFREY THOMPSON
DEPUTY ATTORNEY GENERAL

ADDRESS REPLY TO:
ATTORNEY GENERAL, HOOVER BUILDING 2nd Floor
DES MOINES, IOWA 50319-0109
TELEPHONE: (515) 281-5164
FACSIMILE: (515) 281-4209

Review of Personnel Settlement Agreement for the State Appeal Board

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 Jeffrey Thompson, Solicitor General, Hoover Building, 2nd Floor for routing and final distribution.

In the matter of: Kimberlee Oates v. State of Iowa and Iowa Department of Human Services
(Iowa District Court for Polk County, Case No. LACL139763)

Agency/Department: Iowa Department of Human Services

Director's Printed Name: Kelly Garcia

Director's Signature: *Kelly Garcia*

Date: 1/13/20 Approve: Deny:

Agency/Department: Iowa Department of Administrative Services

Director's Printed Name: Jim Kurtenbach

Director's Signature: *James M. Kurtenbach*

Date: 16 January 2020 Approve: Deny:

Agency/Department: Iowa Department of Management

Director's Printed Name: David Roederer

Director's Signature: *David Roederer*

Date: 1-27-2020 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature: *Jeffrey Thompson*

Date: 1/27/20 Approve: Deny:

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and among Kimberlee Oates, Independence Mental Health Institute ("Independence MHI"), the Department of Human Services ("DHS"), and State of Iowa.

RECITALS

WHEREAS, Kimberlee Oates is the Plaintiff and Independence MHI is the Defendant in an action pending in the Iowa District Court for Polk County, Case Number LACL139763 ("the Lawsuit");

WHEREAS, in the Petition, Kimberlee Oates made claims against Defendants and sought damages;

WHEREAS, the Parties have a mutual interest in amicably resolving any and all disputes between them;

WHEREAS, the Parties have negotiated this Agreement in good faith to fully settle all differences between them including, but not limited to, those differences embodied in the Lawsuit;

WHEREAS, the Parties acknowledge and agree that this Agreement does not constitute an admission of wrong-doing or any admission of violations of applicable law, rule, or policy by either Party; and

WHEREAS, the Parties agree that the terms and conditions contained herein are fair, reasonable, and equitable and are the result of an arm's length negotiation between the Parties.

AGREEMENT

1. Dismissal with Prejudice. The parties stipulate that subsequent to the execution of this Settlement Agreement and Release and the payments referenced below, Plaintiff will dismiss the case with prejudice, and each party will bear its own costs.

2. Kimberlee Oates Releases.

(a) Releasing Party. The covenants, waivers, and releases made by Kimberlee Oates ("Releasing Party") in this Settlement Agreement and Release are made by her in her own capacity and on behalf of all persons and entities claiming by, through, or under her or through which she makes her claims, including, but not limited to, her heirs, assigns, representatives, executors, and spouse (if any).

- (b) Released Parties. The covenants, waivers, and releases of Kimberlee Oates in this Settlement Agreement and Release are made to and for the benefit of the Independence Mental Health Institute, Department of Human Services, the State of Iowa, and all State agencies, departments, officers, directors, affiliates, advisors, attorneys, agents, predecessors, successors, assigns, as well as current and former employees (collectively, the "Released Parties").
- (c) Claims Released. The claims released through this Settlement Agreement and Release shall include and extend to any and all claims, demands, causes of action, and/or liabilities of or against the Released Parties, whether or not they are now known, that Kimberlee Oates has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in the Petition, for the period of time up to and including the date on which Kimberlee Oates signs this Settlement Agreement and Release. Without limiting the preceding sentence, the claims which Kimberlee Oates waives and releases in this Settlement Agreement and Release include those claims asserted or capable of being asserted in the Petition and shall extend to all claims arising out of or relating to Kimberlee Oates transfer, hiring, employment, training, condition of employment, administrative leave, promotion/non-promotion, recruitment, hiring, employment, working conditions, terms and conditions of employment, or promotion/non-promotion with Iowa Workforce Development, and any claims for back pay, emotional and/or mental distress, front pay, front pay reimbursement, loss of earning capacity, injunctive or equitable relief, and all claims for attorneys' fees, costs, and disbursements arising out of or relating to the Petition. Such released claims are collectively referred to as the "Claims."
- (d) Waiver, Release, and Covenant Not to Sue. Kimberlee Oates irrevocably and unconditionally releases, waives, acquits, and forever discharges all Released Parties from the Claims and agrees to hold them harmless from any cost, liability, or expense, including attorneys' fees, costs, and expenses, arising from or related to any action hereafter which asserts any of the Claims. Kimberlee Oates further covenants that she in her own capacity or through her shall not sue or make demand upon or seek damages from any of the Released Parties for any of the Claims.

3. Payments and Additional Consideration. The State of Iowa, on behalf of all Released Parties, will pay Kimberlee Oates a total gross settlement amount of forty-seven thousand dollars (\$47,000.00) ("Settlement Amount"), as follows:

- (a) a check payable to Kimberlee Oates in the amount of \$22,301.64, with no deductions or withholdings, reported on an IRS form 1099. Defendants will issue Kimberlee Oates an IRS Form 1099-MISC for this amount,

- (b) designating it as "other income" in Box 3.
a check payable to Dutton Law Firm in the amount of \$24,698.36 for attorney fees and costs.

Kimberlee Oates agrees to provide counsel for Defendants with a completed IRS Form W-4 and a completed IRS Form W-9 for her counsel. Each party shall be solely responsible for their share of any and all taxes that thereafter may be due on these payments and shall hold each other harmless and indemnify them from any liability thereon. Kimberlee Oates acknowledges that any payment made under this Settlement Agreement and Release is subject to Iowa Code section 8A.504.

Kimberlee Oates acknowledges that this payment and additional consideration is in compromise of a dispute and that such payments and consideration are not to be construed as the State of Iowa or any of the Released Parties conceding the reasonableness of the costs, and are not to be construed as an admission of liability or wrongdoing on the part of the State of Iowa or any of the Released Parties, and that the State of Iowa and all Released Parties expressly deny any such liability or wrongdoing.

4. Representation of Kimberlee Oates: Kimberlee Oates hereby represents and warrants that she (a) has authority to enter into this Settlement Agreement and Release; (b) holds the Claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect her rights to accept payment and release Claims under this Settlement Agreement and Release; (d) has not received any promise of further consideration; and (e) shall be solely liable for the reporting and payment of taxes due, if any, on the settlement amounts received hereunder.

5. Reasonable Time to Consider: Kimberlee Oates understands and acknowledges that she has been given a reasonable period of time to consider whether she wishes to enter into this Settlement Agreement and Release and to be bound by its terms. Kimberlee Oates further acknowledges that the terms of this Settlement Agreement and Release were negotiated by her, through her legal counsel, over a sufficient period of time so that she now has carefully read and fully understands and accepts the terms contained in this Settlement Agreement and Release and their legal effect. Kimberlee Oates represents that she has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Kimberlee Oates further represents that her decision to sign or not to sign this Settlement Agreement and Release is her own voluntary decision made with full knowledge of its terms.

6. Counterparts: This Settlement Agreement and Release may be signed in counterparts.

7. Choice of Law/Consent to Jurisdiction: This Settlement Agreement and Release shall be governed by and construed under the laws of the State of Iowa. Each party consents to

the personal jurisdiction of the state courts in Iowa with respect to any action seeking to enforce the terms of this Settlement Agreement and Release.

8. Severability. If a court of competent jurisdiction shall determine that any part of this Settlement Agreement and Release is invalid or void, the remaining parts not so declared shall be considered valid and binding on the parties.

9. Entire Agreement. This Settlement Agreement and Release constitutes the entire agreement between the parties. The terms of this Settlement Agreement and Release are contractual and not merely recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged by each party. Headings are for convenience only and do not alter the express terms of this Settlement Agreement and Release. All representations, warranties, and indemnities under this Settlement Agreement and Release shall survive the termination, expiration, and performance thereof.

10. Public Record. The parties acknowledge that this Settlement Agreement and Release is a public record, pursuant to Iowa Code Chapter 22 (2019).

11. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order Number 85 and must be approved by the Director of the Iowa Department of Management, the Director of the Iowa Department of Administrative Services, and the Director of the Department of Human Services. The parties further acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Settlement Agreement and Release, and that payment of the funds is contingent on such approval. The Attorney General's office has reviewed and will recommend approval of this Settlement Agreement and Release.

PLEASE READ THIS DOCUMENT CAREFULLY. IT WILL RELEASE AND WAIVE LEGAL CLAIMS AND RIGHTS YOU MAY HAVE. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS DOCUMENT.

Kimberlee Oates
Kimberlee Oates
Agreed to on this 9 day of January, 2020.

Kelly Garcia
Kelly Garcia, Director
Iowa Department of Human Services
Agreed to on this 9 day of January, 2020.

Approved as to legal form and content:

Laura Folkerts

Laura Folkerts

Attorney for Kimberlee Oates

On this 9th day of January, 2020.

Anagha Dixit

Anagha Dixit

Attorney for Iowa Department of Human Services
and Independence Mental Health Institute

On this 9th day of January, 2020.



Department of Justice

THOMAS J. MILLER
ATTORNEY GENERAL
JEFFREY THOMPSON
DEPUTY ATTORNEY GENERAL

ADDRESS REPLY TO:
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DES MOINES, IOWA 50319-0109
TELEPHONE: (515) 281-5164
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Review of Personnel Settlement Agreement for the State Appeal Board

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 Jeffrey Thompson, Solicitor General, Hoover Building, 2nd Floor for routing and final distribution.

In the matter of: Lana Comstock v. Iowa Veterans Home
(Iowa District Court for Marshall County, Case No. LACI009862)

Agency/Department: Iowa Veteran's Home

Commandant Printed Name: Timon Oujiri

Commandant's Signature: *Timon Oujiri*

Date: 7 JAN 2020

Approve:

Deny:

Agency/Department: Iowa Department of Administrative Services

Director's Printed Name: Jim Kurtenbach

Director's Signature: *James M Kurtenbach*

Date: 15 January 2020

Approve:

Deny:

Agency/Department: Iowa Department of Management

Director's Printed Name: David Roederer

Director's Signature: *David Roederer*

Date: January 15, 2020

Approve:

Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature: *Jeffrey Thompson*

Date: 1/27/20

Approve:

Deny:

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into by and between Lana Comstock, her heirs, estates, executors, administrators, representatives, and assigns (collectively "Comstock"), and the State of Iowa and Iowa Veterans Home, its officers, employees, agents, predecessors, heirs, executors, successors, related entities and assigns (collectively "State"). Comstock and the State will be referred to jointly as the "Parties."

Recitals

WHEREAS Comstock, the Plaintiff, was employed by the State as an administrator;

WHEREAS Comstock has filed a civil action against the State in the Iowa District Court for Marshall County, captioned LACI009862 alleging age discrimination under the Iowa Civil Rights Act, Iowa Code § 216.6 (the "Lawsuit");

WHEREAS the State has denied, and continues to deny, any wrongdoing with respect to Comstock as alleged in the Lawsuit, or otherwise; and

WHEREAS, the parties to this Agreement wish to settle and compromise the disputes and claims against each other as set forth in the Lawsuit and as related to any facts, acts, events, or otherwise pertaining to Comstock's employment with the State which have or could be asserted through the present date, without the necessity of a trial on the merits with all of the attendant expenses, and all without admission of wrongful conduct, fault, or culpability on the part of either party.

Agreement

NOW, THEREFORE, for and in consideration of the mutual releases, covenants, and undertakings hereinafter set forth, and for other valuable consideration, which each party acknowledges, it is agreed as follows:

1. Consideration. Subject to approval by the State of Iowa Appeal Board as set forth in Paragraph 16, the State agrees, in exchange for the releases and other promises made in this Agreement by Comstock, that:

a. The Parties agree that the following payment constitutes a settlement of all claims and does not represent wages or other payment for work actually performed by Comstock:

i. The State shall cause to be paid the sum of Forty-Five Thousand Dollars and No Cents (\$45,000.00), without deduction or withholding, in the form of a check payable to Lana Comstock in full and final settlement of all Comstock's claims for any emotional distress, or other damages in whatever form and for whatever cause, other than wages as defined in the Internal Revenue Code. All appropriate 1099s will be issued with respect to this payment.

ii. The State shall cause to be paid the sum of the sum of Thirty-Thousand Dollars and No Cents (\$30,000.00), without deduction or withholding, in the form a check payable to Alfredo Parrish, PLLC, as legal counsel for Comstock. All appropriate 1099s will be issued with respect to this payment.

2. Valid Consideration. Comstock expressly agrees and acknowledges that the Settlement Sum are not payments to which she is otherwise entitled. Except as stated above in Paragraph 1 of this Agreement, Comstock shall not be entitled to any compensation, remuneration, benefits, or other payments from the State.

SETTLEMENT AGREEMENT AND RELEASE

3. **Dismissal.** Within three (3) business days after the receipt of funds described in paragraph 1, Comstock shall dismiss and/or withdraw the above-captioned Lawsuit *with prejudice*.

4. **Taxes.** Comstock is not relying on any information provided by the State, its Employees, or its attorneys concerning the tax consequences of payments made under this Agreement. Comstock acknowledges and agrees that she is solely and entirely responsible for the payment and discharge of all federal, state, and local taxes, if any, which may, at any time, be found to be due upon or as a result of any amount—that is paid by the State under this Agreement for the \$45,000.00 she will receive. Comstock agrees to indemnify, defend, and hold the State harmless from any claim or liability asserted against Comstock for any taxes and related penalties or interest, relating to the manner in which payments of the payments under Paragraph 1 are allocated and paid under this Agreement.

5. **Costs and Fees.** Except as specified herein, each party will bear its own respective costs and fees, including attorneys' fees. Comstock will be responsible for any late settlement fee that is assessed by the Court.

6. **Liability Not Admitted.** The Parties agree and acknowledge that this Agreement is the result of a compromise and shall never be construed as an admission by the State of any liability, wrongdoing, or responsibility on its part or on the part of its predecessors, successors, assigns, agents, representatives, parents, subsidiaries, affiliates, officers, directors, or Employees. The State expressly denies any such liability, wrongdoing, or responsibility. It is expressly understood and agreed that neither Party shall be deemed to be a "prevailing party" for the purposes of any fee-shifting statute, rule, or agreement.

7. **Representation of Comstock.** Comstock hereby represents and warrants that she (a) has authority to enter into this Settlement Agreement and Release; (b) holds the Claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceedings that affects or could affect her rights to accept payment and release Claims under this Settlement Agreement and Release; (d) has not received any promise of further consideration; and (e) shall be solely liable for the reporting and payment of taxes due, if any, on the settlement amounts received hereunder.

8. **Release of All Claims.** Comstock hereby releases and forever discharges the State, its present and former directors, officers, executives, employees, predecessors and/or successors in interest, attorneys, heirs, and assigns ("Released Parties"), from any and all matters, claims, complaints, charges, demands, damages, causes of action, debts, liabilities, controversies, judgments, and suits of every kind and nature whatsoever arising out of Employee's former employment with the State and departure from the State which, as of the date of this Agreement, are foreseen or unforeseen, known or unknown, including but not limited to: civil rights claims, claims of violations arising under the Civil Rights Act of 1964, 42 U.S.C. § 2000(e) et seq., as amended by the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., COBRA, 26 U.S.C. § 4980B, the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq., the False Claims Act, 31 U.S.C. § 3729 et seq., the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., the Iowa Civil Rights Act, Iowa Code § 216 et seq., the Iowa Wage Payment Collection Act, Iowa Code Ch. 91A, Iowa Code § 730.5, Iowa Administrative Code § 641.12, workers' compensation claims, or any other relevant federal, state, or local statute or ordinance, or arising under common law, including but not limited to torts (including wrongful discharge), contracts, or public policy claims. If Comstock violates this Agreement by suing the State for any reason for which suit is precluded by this Agreement, Comstock agrees that she will return the consideration tendered by the State in Paragraph 1 and will be responsible for paying all costs and expenses incurred by the State in defending such a lawsuit, including reasonable attorneys' fees.

E-FILED 2019 DEC 23 12:32 PM MARSHALL - CLERK OF DISTRICT COURT
SETTLEMENT AGREEMENT AND RELEASE

9. The State, for and on behalf of itself and its and its present and former directors, officers, executives, employees, predecessors and/or successors in interest, attorneys, heirs, and assigns, to the extent any such party claims by, under or through the State, hereby unconditionally and irrevocably releases and discharges Comstock and her family members, heirs, legal representatives, administrators, executors, future or former businesses, future or former employers, successors and assigns from and against any and all claims, causes of action, suits, debts, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses of any nature whatsoever, in law or equity, which the State or any such party claiming by, under or through State ever had or now has, whether known or not. This provision does not prevent the State or its directors, officers, executives, employees, predecessors and/or successors in interest, attorneys, heirs, and assigns from making, filing, or assisting in any reports or investigations that are required by federal or state law, or the rules of any applicable federal or state administrative agency. **Special Provisions for Age Discrimination.** In addition to the provisions contained herein, and by execution of this document, Comstock expressly waives any and all rights to claims arising under the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended by the Older Worker Benefit Protections Act, and:

- a. Comstock acknowledges that her waiver of rights or claims arising under the ADEA is in writing, written in a manner calculated to be understood, and is understood by her.
- b. Comstock expressly understands that this waiver refers to rights or claims arising under the ADEA, as amended.
- c. Comstock expressly understands that by execution of this document, she does not waive any ADEA rights or claims that may arise after the date this Agreement is executed.
- d. Comstock acknowledges that the waiver of her rights on claims arising under the ADEA, as amended, is in exchange for the consideration outlined above, which is above and beyond that to which she is otherwise entitled to receive from the State;
- e. Comstock acknowledges that the State, by this Agreement, is hereby advising her in writing to consult with an attorney of her choosing prior to executing this document.
- f. Comstock acknowledges that she has been advised by the State that she may, but does not have to take, 21 days, which Comstock acknowledges is a reasonable period of time, to consider this document.
- g. The parties agree that changes, whether material or immaterial, do not restart the running of the 21-day period.
- h. This Agreement shall become effective on the eighth day following Comstock's signing of the Agreement. Until that time, Comstock has the right to revoke her Agreement by sending written notice to the State.

10. **Representations Concerning FLSA and FMLA Claims.** Comstock represents that she does not believe, and is aware of no evidence suggesting that, the State has failed to comply with the Fair Labor Standards Act or the Family Medical Leave Act. Comstock acknowledges that the State is relying on the accuracy of this representation as a material term of this Agreement.

11. **Beneficiaries and Assignability.** This Agreement is binding on, and shall inure to the benefit of, the Parties, their heirs, representatives, transferees, principals, estates, executors, administrators, predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, directors and employees.

SETTLEMENT AGREEMENT AND RELEASE

12. **Entire Agreement.** This Agreement constitutes the entire agreement, written and oral, of the parties hereto, and it supersedes and replaces all prior negotiations, proposed agreements, understandings, representations and agreements, whether written or oral. The terms of this Settlement Agreement and Release are contractual and not merely recital. No party hereto is relying on any statement or representation of any other party hereto except those, if any, set forth herein. No part of this agreement may be amended, varied, or supplemented in any respect, except by a writing duly executed by each of the parties hereto or their authorized representatives.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument.

14. **Choice of Law.** The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard for its choice-of-law provisions. Each party consents to the personal jurisdiction of the state courts in Iowa with respect to any action seeking to enforce the terms of this Settlement Agreement and Release.

15. **Severability.** Except as otherwise provided in this Paragraph, if any provision of this Agreement shall be finally determined to be invalid or unenforceable by a court of competent jurisdiction, that part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

16. **Knowing/Voluntary Waiver.** The Parties understand and acknowledge that they have been given a reasonable period of time to consider whether they wish to enter into this Settlement Agreement and Release and to be bound by its terms. The Parties further acknowledge that the terms of this Settlement Agreement and Release were negotiated by them, through their legal counsel, over a sufficient period of time so that they now have carefully read and fully understand and accept the terms contained in this Settlement Agreement and Release and their legal effect. The Parties represent that they have been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. The Parties further represent that their decision to sign or not to sign this Settlement Agreement and Release is their own voluntary decision made with full knowledge of its terms.

17. **Public Record.** The parties acknowledge that this Settlement Agreement and Release is a public record, pursuant to Iowa Code Chapter 22 (2019).

18. **Required Approvals.** The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order Number 85 and must be approved by the Director of the Iowa Department of Management, the Director of the Iowa Department of Administrative Services, and the Commandant of the Iowa Veteran's Home. The parties further acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Settlement Agreement and Release, and payment of the funds is contingent on such approval. The Attorney General's Office has reviewed and will recommend approval of this Settlement Agreement and Release.

19. **Jointly Drafted.** Because the Parties have had a full opportunity to consider this Agreement and negotiate its terms, this Agreement is deemed to have been jointly prepared by the Parties, and any uncertainty or ambiguity existing in it shall not be interpreted against any Party as the primary drafter of the Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its meaning and not strictly for or against any of the Parties.

PLEASE READ THIS DOCUMENT CAREFULLY. IT WILL RELEASE AND WAIVE LEGAL CLAIMS AND RIGHT YOU MAY HAVE. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS DOCUMENT.

E-FILED 2019 DEC 23 12:32 PM MARSHALL - CLERK OF DISTRICT COURT
SETTLEMENT AGREEMENT AND RELEASE

I HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE AND,
UNDERSTANDING ALL OF ITS TERMS, I SIGN IT AS MY FREE ACT AND DEED.

Date: 12/10/2019

Lana Comstock
Lana Comstock

For the State of Iowa:

Date: 12/11/2019

Sean J. Bermudez
By: _____



Department of Justice

THOMAS J. MILLER
ATTORNEY GENERAL
JEFFREY THOMPSON
DEPUTY ATTORNEY GENERAL

ADDRESS REPLY TO:
ATTORNEY GENERAL, HOOVER BUILDING 2nd floor
DES MOINES, IOWA 50319-0109
TELEPHONE: (515) 281-5164
FACSIMILE: (515) 281-4703

Review of Personnel Settlement Agreement for the State Appeal Board

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 Jeffrey Thompson, Deputy Attorney General, Hoover Building, 2nd Floor for routing and final distribution.

In the matter of: Joseph L. Walsh vs. Teresa Wahlert and State of Iowa,
Polk Co. No. LACL130006

Agency/Department: Iowa Workforce Development

Director's Printed Name: R.W. Beth Townsend Ryan West

Director's Signature: Ryan West

Date: 1/6/20

Approve:

Deny:

Department of Administrative Services

Director's Printed Name: Jim Kurtenbach

Director's Signature: _____

Date: _____

Approve:

Deny:

Department of Management

Director's Printed Name: David Roederer

Director's Signature: _____

Date: _____

Approve:

Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature: _____

Date: _____

Approve:

Deny:

R.W.
Deputy



Department of Justice

THOMAS J. MILLER
ATTORNEY GENERAL
JEFFREY THOMPSON
DEPUTY ATTORNEY GENERAL

ADDRESS REPLY TO:
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Review of Personnel Settlement Agreement for the State Appeal Board

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 Jeffrey Thompson, Deputy Attorney General, Hoover Building, 2nd Floor for routing and final distribution.

In the matter of: Joseph L. Waish vs. Teresa Wahlert and State of Iowa,
Polk Co. No. LACL130006

Agency/Department: Iowa Workforce Development
Director's Printed Name: Beth Townsend
Director's Signature: _____
Date: _____ Approve: Deny:

Department of Administrative Services

Director's Printed Name: Jim Kurtenbach
Director's Signature: _____
Date: _____ Approve: Deny:

Department of Management

Director's Printed Name: David Roederer
Director's Signature: *David Roederer*
Date: 12-24-19 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson
Reviewer's Signature: _____
Date: _____ Approve: Deny:



Department of Justice

THOMAS J. MILLER
ATTORNEY GENERAL
JEFFREY THOMPSON
DEPUTY ATTORNEY GENERAL

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FACSIMILE: (515) 281-4209

Review of Personnel Settlement Agreement for the State Appeal Board

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 Jeffrey Thompson, Deputy Attorney General, Hoover Building, 2nd Floor for routing and final distribution.

In the matter of: Joseph L. Walsh vs. Teresa Wahlert and State of Iowa,
Polk Co. No. LACL130006

Agency/Department: Iowa Workforce Development
Director's Printed Name: Beth Townsend
Director's Signature: _____
Date: _____ Approve: Deny:

Department of Administrative Services

Director's Printed Name: Jim Kurtenbach
Director's Signature: *James M. Kurtenbach*
Date: 30 DECEMBER 2019 Approve: Deny:

Department of Management

Director's Printed Name: David Roederer
Director's Signature: _____
Date: _____ Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson
Reviewer's Signature: *Jeffrey Thompson*
Date: 1/6/20 Approve: Deny:

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and between Joseph Walsh and Teresa Wahlert and the State of Iowa.

Joseph Walsh is the Plaintiff, and Teresa Wahlert and the State of Iowa are the Defendants ("Defendants") in an action pending in Polk County District Court, Case Number LACL13006 (the "Petition"). In the Petition, Walsh made claims against Defendants and sought damages. Defendants deny all such claims.

The parties have agreed to compromise and settle all of Joseph Walsh's claims arising from the Petition. Based on the mutual promises and covenants exchanged and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree:

1. Dismissal with Prejudice. The parties stipulate that subsequent to the execution of this Settlement Agreement and Release and the payments referenced below, Plaintiff will dismiss the case with prejudice, and each party will bear its own costs.

2. Joseph Walsh Releases.

- (a) Releasing Party. The covenants, waivers, and releases made by Joseph Walsh ("Releasing Party") in this Settlement Agreement and Release are made by him in his own capacity and on behalf of all persons and entities claiming by, through, or under him or through which he makes his claims, including, but not limited to, his heirs, assigns, representatives, executors, and spouse (if any).
- (b) Released Parties. The covenants, waivers, and releases of Joseph Walsh in this Settlement Agreement and Release are made to and for the benefit of Teresa Wahlert, the State of Iowa, and all State agencies, departments, officers, directors, affiliates, advisors, attorneys, agents, predecessors, successors, assigns, as well as current and former employees (collectively, the "Released Parties").
- (c) Claims Released. The claims released through this Settlement Agreement and Release shall include and extend to any and all claims, demands, causes of action, and/or liabilities of or against the Released Parties, whether or not they are now known, that Joseph Walsh has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in the Petition, for the period of time up to and including the date on which Joseph Walsh signs this Settlement Agreement and Release. Without limiting the preceding sentence, the claims which Joseph Walsh waives and releases in this Settlement Agreement and Release

include those claims asserted or capable of being asserted in the Petition and shall extend to all claims arising out of or relating to Joseph Walsh's employment with the State of Iowa and any claims for back pay, emotional and/or mental distress, front pay, front pay reimbursement, loss of earning capacity, injunctive or equitable relief, and all claims for attorneys' fees, costs, and disbursements arising out of or relating to the Petition. Such released claims are collectively referred to as the "Claims."

- (d) Waiver, Release, and Covenant Not to Sue. Joseph Walsh irrevocably and unconditionally releases, waives, acquits, and forever discharges all Released Parties from the Claims and agrees to hold them harmless from any cost, liability, or expense, including attorneys' fees, costs, and expenses, arising from or related to any action hereafter which asserts any of the Claims. Joseph Walsh further covenants that he in his own capacity or through him shall not sue or make demand upon or seek damages from any of the Released Parties for any of the Claims.

3. Payments and Additional Consideration. Upon satisfaction by Joseph Walsh of all conditions precedent, the State of Iowa, on behalf of all Released Parties, will pay Joseph Walsh and his attorneys a total gross settlement amount of Ninety-Nine Thousand Dollars (\$99,000.00) ("Settlement Amount"), as follows:

- (a) A check payable to Joseph Walsh and his attorneys Coppola, McConville, Carroll, Hockenber & Flynn P.C. for \$99,000.00.

Each party shall be solely responsible for their share of any and all taxes that thereafter may be due on this payment and shall hold each other harmless and indemnify them from any liability thereon. Joseph Walsh acknowledges that any payment made under this Settlement Agreement and Release is subject to Iowa Code section 8A.504. The parties agree that no portion of this settlement is for wages during the period of time which Plaintiff was entitled to and received unemployment compensation.

Joseph Walsh acknowledges that this payment and additional consideration is in compromise of a dispute and that such payment and consideration are not to be construed as the State of Iowa or any of the Released Parties conceding the reasonableness of the attorneys' fees or costs, and are not to be construed as an admission of liability or wrongdoing on the part of the State of Iowa or any of the Released Parties, and that the State of Iowa and all Released Parties expressly deny any such liability or wrongdoing.

4. Representation of Joseph Walsh. Joseph Walsh hereby represents and warrants that he (a) has authority to enter into this Settlement Agreement and Release; (b) holds the Claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect

his rights to accept payment and release Claims under this Settlement Agreement and Release; (d) has not received any promise of further consideration; and (e) shall be solely liable for the reporting and payment of taxes due, if any, on the settlement amounts received hereunder.

5. Reasonable Time to Consider. Joseph Walsh understands and acknowledges that he has been given a reasonable period of time to consider whether he wishes to enter into this Settlement Agreement and Release and to be bound by its terms. Joseph Walsh further acknowledges that the terms of this Settlement Agreement and Release were negotiated by him, through his legal counsel, over a sufficient period of time so that he now has carefully read and fully understands and accepts the terms contained in this Settlement Agreement and Release and their legal effect. Joseph Walsh represents that he has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Joseph Walsh further represents that his decision to sign or not to sign this Settlement Agreement and Release is his own voluntary decision made with full knowledge of its terms.

6. Counterparts. This Settlement Agreement and Release may be signed in counterparts.

7. Choice of Law/Consent to Jurisdiction. This Settlement Agreement and Release shall be governed by and construed under the laws of the State of Iowa. Each party consents to the personal jurisdiction of the state courts in Iowa with respect to any action seeking to enforce the terms of this Settlement Agreement and Release.

8. Severability. If a court of competent jurisdiction shall determine that any part of this Settlement Agreement and Release is invalid or void, the remaining parts not so declared shall be considered valid and binding on the parties.

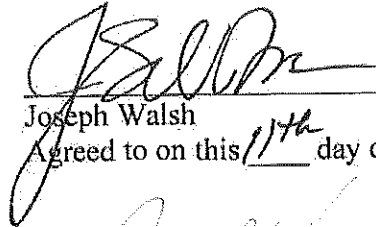
9. Entire Agreement. This Settlement Agreement and Release constitutes the entire agreement between the parties. The terms of this Settlement Agreement and Release are contractual and not merely recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged by each party. Headings are for convenience only and do not alter the express terms of this Settlement Agreement and Release. All representations, warranties, and indemnities under this Settlement Agreement and Release shall survive the termination, expiration, and performance thereof.

10. Public Record. The parties acknowledge that this Settlement Agreement and Release is a public record, pursuant to Iowa Code Chapter 22 (2019).

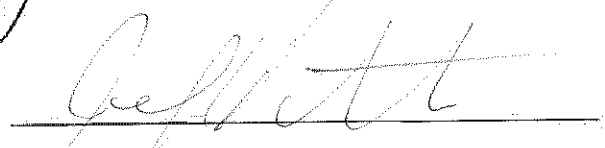
11. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order No. 85 and must be approved by the Director of the Iowa Department of Management, the Director of the Iowa Department of Administrative Services, and the Deputy Director of Iowa Workforce Development. The parties further acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Settlement

Agreement and Release, and that payment of the funds is contingent on such approval. The Attorney General's office has reviewed and will recommend approval of this Settlement Agreement and Release.

PLEASE READ THIS DOCUMENT CAREFULLY. IT WILL RELEASE AND WAIVE LEGAL CLAIMS AND RIGHTS YOU MAY HAVE. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS DOCUMENT.



Joseph Walsh
Agreed to on this 11th day of December, 2019.



Agreed to on this ___ day of December, 2019.



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 DAS-Communications in the Hoover Building for routing/final distribution.**** If "denied," please return to DAS-Communications.

In the matter of: Rick Smith **DAS# 19-0024 / PERB# 102268**

LLS Staff: Alla Mintzer Zaprudsky

Agency/Department: Iowa Veterans Home

Director's Printed Name: Timon Oujiri

Director's Signature:

Date: 23 Dec 2019 Approve: Deny:

Department of Administrative Services

Director's Printed Name: Jim Kurtenbach

Director's Signature:

Date: 27 Dec 2019 Approve: Deny:

Department of Management

Director's Printed Name: David Roederer

Director's Signature:

Date: 12-30-19 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature:

Date: 12/31/19 Reviewed: Redacted:

**STATE OF IOWA
AND
RICK SMITH**

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Iowa Veterans Home, hereinafter the State, and Rick Smith, hereinafter Grievant, enter into the following Agreement in full and final resolution of the merit grievance appeal filed by or on behalf of Grievant, hereinafter PERB Case No. 102268, that alleged a violation of Iowa Code Section 8A.415(1).

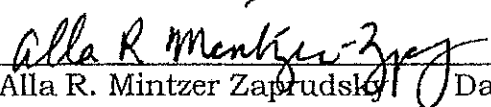
This Settlement arose out of a situation in which Grievant was issued a Written Reprimand. In order to resolve PERB Case No. 102268, the above-listed parties agree to the following:

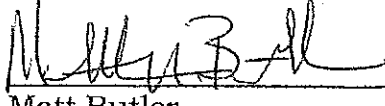
1. The Written Reprimand issued to Grievant by the Iowa Veterans Home on August 16, 2018, shall be retained in the Grievant's personnel file, but shall not be used for the purposes of progressive discipline.
2. Parties have agreed to divide the cost of the court reporter bill equally between the State and the Grievant.
3. This agreement is a good faith settlement of all issues arising from the facts alleged in this appeal, no promises of any other or further considerations have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action arising from the Grievant's claim in this appeal.
4. 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 litigation or other proceedings in the future.
5. This agreement shall be made accessible to the public on an internet site maintained by the Department of Administrative Services.
6. This Settlement Agreement is not binding until completely approved in accordance with Iowa Code section 22.13A(4).


FOR THE STATE:

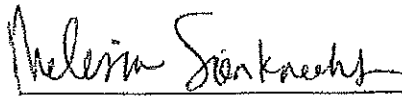
FOR THE GRIEVANT:

APPROVED AS TO FORM

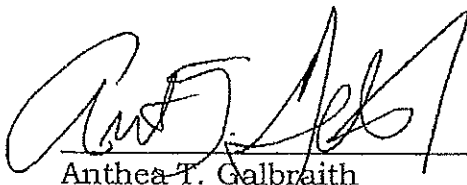

Alla R. Mintzer Zaprudsky Date
Labor Relations Attorney
Iowa Department of Administrative Services

 11/14/2019
Matt Butler Date
AFSCME Representative

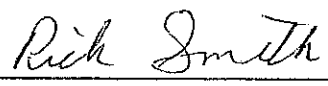

Anthea T. Galbraith Date
Labor Relations Attorney
Iowa Department of Administrative Services


Management Rep Date
Iowa Veterans Home

Rick Smith Date
Grievant

 11/14/19
Anthea T. Galbraith Date
Labor Relations Attorney
Iowa Department of Administrative Services

Management Rep Date
Iowa Veterans Home

 12-14-19
Rick Smith Date
Grievant



Department of Justice

THOMAS J. MILLER
ATTORNEY GENERAL
JEFFREY THOMPSON
DEPUTY ATTORNEY GENERAL

ADDRESS REPLY TO:
ATTORNEY GENERAL, HOOVER BUILDING 2nd Floor
DES MOINES, IOWA 50319-0109
TELEPHONE: (515) 281-5164
FACSIMILE: (515) 281-4209

Review of Personnel Settlement Agreement for the State Appeal Board

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 Jeffrey Thompson, Solicitor General, Hoover Building, 2nd Floor for routing and final distribution.

In the matter of: *Marlon Mormann v. Iowa Department of Workforce Development*
(Iowa District Court for Polk County, Case No. LACL134859)

Agency/Department: Iowa Department of Workforce Development

Deputy Director's Printed Name: Ryan West

Deputy Director's Signature: *[Signature]*

Date: 11/11/19 Approve: Deny:

Agency/Department: Iowa Department of Administrative Services

Director's Printed Name: Jim Kurtenbach

Director's Signature: *[Signature]*

Date: 01 Nov 2019 Approve: Deny:

Agency/Department: Iowa Department of Management

Director's Printed Name: David Roederer

Director's Signature: *[Signature]*

Date: 11-6-19 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature: *[Signature]*

Date: 11/9/19 Approve: Deny:

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and between Marlon Mormann and the Iowa Department of Workforce Development.

Marlon Mormann is the Plaintiff, and the Iowa Department of Workforce Development is the Defendant (“Defendant”) in an action pending in Polk County District Court, Case Number LACL134859 (the “Petition”). In the Petition, Marlon Mormann made claims against Defendant and sought damages. Defendant denies all such claims.

The parties have agreed to compromise and settle all of Marlon Mormann’s claims arising from the Petition. Based on the mutual promises and covenants exchanged and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree:

1. Dismissal with Prejudice. The parties stipulate that subsequent to the execution of this Settlement Agreement and Release and the payments referenced below, Plaintiff will dismiss the case with prejudice, and each party will bear its own costs.

2. Marlon Mormann Releases.

- (a) Releasing Party. The covenants, waivers, and releases made by Marlon Mormann (“Releasing Party”) in this Settlement Agreement and Release are made by him in his own capacity and on behalf of all persons and entities claiming by, through, or under him or through which he makes his claims, including, but not limited to, his heirs, assigns, representatives, executors, and spouse (if any).
- (b) Released Parties. The covenants, waivers, and releases of Marlon Mormann in this Settlement Agreement and Release are made to and for the benefit of the Iowa Department of Workforce Development, the State of Iowa, and all State agencies, departments, officers, directors, affiliates, advisors, attorneys, agents, predecessors, successors, assigns, as well as current and former employees (collectively, the “Released Parties”).
- (c) Claims Released. The claims released through this Settlement Agreement and Release shall include and extend to any and all claims, demands, causes of action, and/or liabilities of or against the Released Parties, whether or not they are now known, that Marlon Mormann has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in the Petition, for the period of time up to and including the date on which Marlon Mormann signs this Settlement Agreement and Release. Without limiting the preceding sentence, the claims which Marlon

Mormann waives and releases in this Settlement Agreement and Release include those claims asserted or capable of being asserted in the Petition and shall extend to all claims arising out of or relating to Marlon Mormann's recruitment, hiring, employment, working conditions, terms and conditions of employment, promotion/non-promotion with, and retirement from, Iowa Workforce Development, and any claims for back pay, emotional and/or mental distress, front pay, front pay reimbursement, loss of earning capacity, injunctive or equitable relief, and all claims for attorneys' fees, costs, and disbursements arising out of or relating to the Petition. Such released claims are collectively referred to as the "Claims."

- (d) Waiver, Release, and Covenant Not to Sue. Marlon Mormann irrevocably and unconditionally releases, waives, acquits, and forever discharges all Released Parties from the Claims and agrees to hold them harmless from any cost, liability, or expense, including attorneys' fees, costs, and expenses, arising from or related to any action hereafter which asserts any of the Claims. Marlon Mormann further covenants that he in his own capacity or through him shall not sue or make demand upon or seek damages from any of the Released Parties for any of the Claims.

3. Payments and Additional Consideration. Upon satisfaction by Marlon Mormann of all conditions precedent, the State of Iowa, on behalf of all Released Parties, will pay Marlon Mormann a total gross settlement amount of twenty-five thousand dollars (\$25,000.00) ("Settlement Amount"), as follows:

- (a) A payroll check payable to Marlon Mormann for \$4,300.80 less all applicable deductions, IPERS deductions, and withholdings, to compensate him for any lost wages he allegedly sustained in the two weeks following his separation from January 6, 2015 – January 19, 2015.
- (b) A check payable to Marlon Mormann for **\$6,813.04**, with no deductions or withholdings, representing emotional distress and reported on an IRS Form 1099. Defendant will issue Marlon Mormann an IRS Form 1099-MISC for this amount, designating it as "other income" in Box 3.
- (c) A check payable to the Newkirk Zwagerman, PLC Law Firm in the amount of **\$13,886.16**, with no deductions or withholdings, for attorneys' fees and costs. Defendant shall cause an IRS Form 1099-MISC to be issued to the Newkirk Zwagerman, PLC Law Firm reporting this payment.

Marlon Mormann agrees to provide counsel for Defendant with a completed IRS Form W-4 and a completed IRS Form W-9 for his counsel. Each party shall be solely responsible for their share of any and all taxes that thereafter may be due on these payments and shall hold each other

harmless and indemnify them from any liability thereon. Marlon Mormann acknowledges that any payment made under this Settlement Agreement and Release is subject to Iowa Code section 8A.504.

Marlon Mormann acknowledges that this payment and additional consideration is in compromise of a dispute and that such payments and consideration are not to be construed as the State of Iowa or any of the Released Parties conceding the reasonableness of the attorneys' fees or costs, and are not to be construed as an admission of liability or wrongdoing on the part of the State of Iowa or any of the Released Parties, and that the State of Iowa and all Released Parties expressly deny any such liability or wrongdoing.

4. Representation of Marlon Mormann. Marlon Mormann hereby represents and warrants that he (a) has authority to enter into this Settlement Agreement and Release; (b) holds the Claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect his rights to accept payment and release Claims under this Settlement Agreement and Release; (d) has not received any promise of further consideration; and (e) shall be solely liable for the reporting and payment of taxes due, if any, on the settlement amounts received hereunder.

5. Reasonable Time to Consider. Marlon Mormann understands and acknowledges that he has been given a reasonable period of time to consider whether he wishes to enter into this Settlement Agreement and Release and to be bound by its terms. Marlon Mormann further acknowledges that the terms of this Settlement Agreement and Release were negotiated by him, through his legal counsel, over a sufficient period of time so that he now has carefully read and fully understands and accepts the terms contained in this Settlement Agreement and Release and their legal effect. Marlon Mormann represents that he has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Marlon Mormann further represents that his decision to sign or not to sign this Settlement Agreement and Release is his own voluntary decision made with full knowledge of its terms.

6. Counterparts. This Settlement Agreement and Release may be signed in counterparts.

7. Choice of Law/Consent to Jurisdiction. This Settlement Agreement and Release shall be governed by and construed under the laws of the State of Iowa. Each party consents to the personal jurisdiction of the state courts in Iowa with respect to any action seeking to enforce the terms of this Settlement Agreement and Release.

8. Severability. If a court of competent jurisdiction shall determine that any part of this Settlement Agreement and Release is invalid or void, the remaining parts not so declared shall be considered valid and binding on the parties.


9. Entire Agreement. This Settlement Agreement and Release constitutes the entire agreement between the parties. The terms of this Settlement Agreement and Release are contractual and not merely recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged by each party. Headings are for convenience only and do not alter the express terms of this Settlement Agreement and Release. All representations, warranties, and indemnities under this Settlement Agreement and Release shall survive the termination, expiration, and performance thereof.

10. Public Record. The parties acknowledge that this Settlement Agreement and Release is a public record, pursuant to Iowa Code Chapter 22 (2019).

11. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order Number 85 and must be approved by the Director of the Iowa Department of Management, the Director of the Iowa Department of Administrative Services, and the Deputy Director of Iowa Workforce Development. The parties further acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Settlement Agreement and Release, and that payment of the funds is contingent on such approval. The Attorney General's office has reviewed and will recommend approval of this Settlement Agreement and Release.

PLEASE READ THIS DOCUMENT CAREFULLY. IT WILL RELEASE AND WAIVE LEGAL CLAIMS AND RIGHTS YOU MAY HAVE. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS DOCUMENT.

Marlon Mormann
Agreed to on this ____ day of October, 2019.



Ryan West, Deputy Director
Iowa Department of Workforce Development
Agreed to on this 31 day of October, 2019.

9. Entire Agreement. This Settlement Agreement and Release constitutes the entire agreement between the parties. The terms of this Settlement Agreement and Release are contractual and not merely recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged by each party. Headings are for convenience only and do not alter the express terms of this Settlement Agreement and Release. All representations, warranties, and indemnities under this Settlement Agreement and Release shall survive the termination, expiration, and performance thereof.

10. Public Record. The parties acknowledge that this Settlement Agreement and Release is a public record, pursuant to Iowa Code Chapter 22 (2019).

11. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order Number 85 and must be approved by the Director of the Iowa Department of Management, the Director of the Iowa Department of Administrative Services, and the Deputy Director of Iowa Workforce Development. The parties further acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Settlement Agreement and Release, and that payment of the funds is contingent on such approval. The Attorney General's office has reviewed and will recommend approval of this Settlement Agreement and Release.

PLEASE READ THIS DOCUMENT CAREFULLY. IT WILL RELEASE AND WAIVE LEGAL CLAIMS AND RIGHTS YOU MAY HAVE. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS DOCUMENT.



Marlon Mormann

Agreed to on this 27 day of October, 2019.

Ryan West, Deputy Director

Iowa Department of Workforce Development

Agreed to on this ____ day of October, 2019.



Iowa Department of Administrative Services
Service • Efficiency • Value

Governor Terry E. Branstad
Lt. Governor Kim Reynolds
Janet Phipps, Director

Routing/Review Approval of Personnel Settlement Agreement

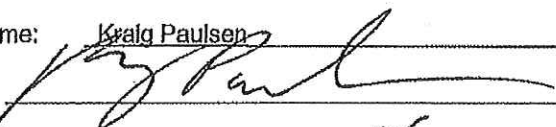
Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. **After signing, please return to the attention of DAS-Communications in the Hoover Building for routing/final distribution. ** If "denied," please return to DAS-Communications.

In the matter of: Kelly Crowley DAS# 19-0045 / PERB# 102289

LRT Staff: Anthea Galbraith

Agency/Department: Iowa Department of Revenue

Director's Printed Name: Kraig Paulsen

Director's Signature: 

Date: 10-31-19 Approve: Deny:

Department of Administrative Services

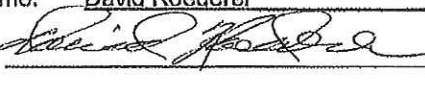
Director's Printed Name: Jim Kurtenbach

Director's Signature: 

Date: 01 NOV 20 19 Approve: Deny:

Department of Management


Director's Printed Name: David Roederer

Director's Signature: 

Date: 11 27 - 19 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature: 

Date: 11/12/19 Reviewed: Redacted:

STATE OF IOWA
AND
KELLY CROWLEY

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Iowa Department of Revenue, hereinafter the State, and Kelly Crowley, hereinafter Grievant, enter into the following Agreement in full and final resolution of the merit grievance appeal filed by or on behalf of Grievant, hereinafter PERB Case No. 102289, that alleged a violation of Iowa Code section 8A.415(1).

This Settlement arose out of a situation in which Grievant's insurance premiums were removed on a post-tax basis from 2014 until 2018. In order to resolve PERB Case No. 102289, the above-listed parties agree to the following:

1. The State will issue Crowley W-2Cs and refile its 941 tax returns for tax years 2016 to 2018 and issue Grievant a check in the amount of \$361.54 due to an overpayment of Federal Insurance Contributions Act (FICA) taxes no later than 30 days after final approval of this agreement as detailed in paragraph 7.
2. Crowley will submit a document to the State stating that she will not claim a refund for the overpayment of FICA. The settlement will not be approved until this statement is received.
3. In consideration of the foregoing, Grievant will file amended tax returns for tax years 2016 to 2018 and withdraw the above-referenced grievance and file a voluntary dismissal with prejudice in PERB Case No. 102289 no later than five (5) days after final approval in paragraph 7, below, occurs.
4. This agreement is a good faith settlement of all issues arising from the facts alleged in this appeal, no promises of any other or further considerations have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action arising from the Grievant's claim in this appeal.
5. 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 litigation or other proceedings in the future.
6. This agreement shall be made accessible to the public on an internet site maintained by the Iowa Department of Administrative Services.
7. This Settlement Agreement is not binding until completely approved in accordance with Iowa Code section 22.13A(4).

FOR THE STATE:

FOR THE GRIEVANT:

APPROVED AS TO FORM


Annie Galbraith *AG*
Labor Relations Attorney
Iowa Department of Administrative Services

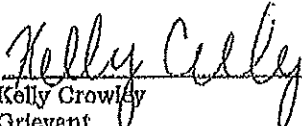
Date 10/22/19

Phillip Thompson
Grievant's Representative
Phillip Thompson

Date

10/15/19


Management Representative / Date
Iowa Department of Revenue


Kelly Crowley / Date
Grievant



Department of Justice

THOMAS J. MILLER
ATTORNEY GENERAL
JEFFREY THOMPSON
DEPUTY ATTORNEY GENERAL

ADDRESS REPLY TO:
ATTORNEY GENERAL, HOOVER BUILDING 2nd Floor
DES MOINES, IOWA 50319-0109
TELEPHONE: (515) 281-5164
FACSIMILE: (515) 281-4209

Review of Personnel Settlement Agreement for the State Appeal Board

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 Jeffrey Thompson, Solicitor General, Hoover Building, 2nd Floor for routing and final distribution.

In the matter of: *Lori L. Andreano v. Iowa Department of Workforce Development, et al.*
(Iowa District Court for Polk County, Case No. LACL131798)

Agency/Department: Iowa Department of Workforce Development

Deputy Director's Printed Name: Ryan West

Deputy Director's Signature: _____

Date: 9/Sept/19

Approve:

Deny:

Agency/Department: Iowa Department of Administrative Services

Director's Printed Name: Jim Kurtenbach

Director's Signature: _____

Date: 10 Sept 2019

Approve:

Deny:

Agency/Department: Iowa Department of Management

Director's Printed Name: David Roederer

Director's Signature: _____

Date: 9-12-19

Approve:

Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature: _____

Date: 9/17/19

Approve:

Deny:

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and among Lori L. Andreano, the Iowa Department of Workforce Development, David Eklund, Mike Wilkinson, and Jon Nelson.

Lori L. Andreano is the Plaintiff, and the Iowa Department of Workforce Development, David Eklund, Mike Wilkinson, and Jon Nelson are the Defendants (“Defendants”) in an action pending in Polk County District Court, Case Number LACL131798 (the “Petition”). In the Petition, Lori L. Andreano made claims against Defendants and sought damages. Defendants deny all such claims.

The parties have agreed to compromise and settle all of Lori L. Andreano’s claims arising from the Petition. Based on the mutual promises and covenants exchanged and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree:

1. Dismissal with Prejudice. The parties stipulate that subsequent to the execution of this Settlement Agreement and Release and the payments referenced below, Plaintiff will dismiss the case with prejudice, and each party will bear its own costs.

2. Lori L. Andreano Releases.

- (a) Releasing Party. The covenants, waivers, and releases made by Lori L. Andreano (“Releasing Party”) in this Settlement Agreement and Release are made by her in her own capacity and on behalf of all persons and entities claiming by, through, or under her or through which she makes her claims, including, but not limited to, her heirs, assigns, representatives, executors, and spouse (if any).
- (b) Released Parties. The covenants, waivers, and releases of Lori L. Andreano in this Settlement Agreement and Release are made to and for the benefit of the Iowa Department of Workforce Development, David Eklund, Mike Wilkinson, and Jon Nelson, the State of Iowa, and all State agencies, departments, officers, directors, affiliates, advisors, attorneys, agents, predecessors, successors, assigns, as well as current and former employees (collectively, the “Released Parties”).
- (c) Claims Released. The claims released through this Settlement Agreement and Release shall include and extend to any and all claims, demands, causes of action, and/or liabilities of or against the Released Parties, whether or not they are now known, that Lori L. Andreano has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in the Petition, for the period of time up to and including the date on which Lori L. Andreano signs this Settlement Agreement and Release. Without limiting the preceding sentence, the claims which Lori L. Andreano waives and releases in this Settlement Agreement and Release

include those claims asserted or capable of being asserted in the Petition and shall extend to all claims arising out of or relating to Lori L. Andreano's recruitment, hiring, employment, working conditions, terms and conditions of employment, or promotion/non-promotion with Iowa Workforce Development, and any claims for back pay, emotional and/or mental distress, front pay, front pay reimbursement, loss of earning capacity, injunctive or equitable relief, and all claims for attorneys' fees, costs, and disbursements arising out of or relating to the Petition. Such released claims are collectively referred to as the "Claims."

- (d) Waiver, Release, and Covenant Not to Sue. Lori L. Andreano irrevocably and unconditionally releases, waives, acquits, and forever discharges all Released Parties from the Claims and agrees to hold them harmless from any cost, liability, or expense, including attorneys' fees, costs, and expenses, arising from or related to any action hereafter which asserts any of the Claims. Lori L. Andreano further covenants that she in her own capacity or through her shall not sue or make demand upon or seek damages from any of the Released Parties for any of the Claims.

3. Payments and Additional Consideration. Upon satisfaction by Lori L. Andreano of all conditions precedent, the State of Iowa, on behalf of all Released Parties, will pay Lori L. Andreano a total gross settlement amount of thirty-five thousand dollars (\$35,000.00) ("Settlement Amount"), as follows:

- (a) a check payable to Lori L. Andreano in the amount of **\$21,000**, with no deductions or withholdings, representing emotional distress and reported on an IRS form 1099. Defendants will issue Lori L. Andreano an IRS Form 1099-MISC for this amount, designating it as "other income" in Box 3.
- (b) a check payable to the Duncan Green, P.C. Law Firm in the amount of **\$14,000**, with no deductions or withholdings, for attorneys' fees and costs. Defendants shall cause an IRS Form 1099-MISC to be issued to the Duncan Green, P.C. Law Firm reporting this payment.

Lori L. Andreano agrees to provide counsel for Defendants with a completed IRS Form W-4 and a completed IRS Form W-9 for her counsel. Each party shall be solely responsible for their share of any and all taxes that thereafter may be due on these payments and shall hold each other harmless and indemnify them from any liability thereon. Lori L. Andreano acknowledges that any payment made under this Settlement Agreement and Release is subject to Iowa Code section 8A.504.

Lori L. Andreano acknowledges that this payment and additional consideration is in compromise of a dispute and that such payments and consideration are not to be construed as the

State of Iowa or any of the Released Parties conceding the reasonableness of the attorneys' fees or costs, and are not to be construed as an admission of liability or wrongdoing on the part of the State of Iowa or any of the Released Parties, and that the State of Iowa and all Released Parties expressly deny any such liability or wrongdoing.

4. Representation of Lori L. Andreano. Lori L. Andreano hereby represents and warrants that she (a) has authority to enter into this Settlement Agreement and Release; (b) holds the Claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect her rights to accept payment and release Claims under this Settlement Agreement and Release; (d) has not received any promise of further consideration; and (e) shall be solely liable for the reporting and payment of taxes due, if any, on the settlement amounts received hereunder.

5. Reasonable Time to Consider. Lori L. Andreano understands and acknowledges that she has been given a reasonable period of time to consider whether she wishes to enter into this Settlement Agreement and Release and to be bound by its terms. Lori L. Andreano further acknowledges that the terms of this Settlement Agreement and Release were negotiated by her, through her legal counsel, over a sufficient period of time so that she now has carefully read and fully understands and accepts the terms contained in this Settlement Agreement and Release and their legal effect. Lori L. Andreano represents that she has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Lori L. Andreano further represents that her decision to sign or not to sign this Settlement Agreement and Release is her own voluntary decision made with full knowledge of its terms.

6. Counterparts. This Settlement Agreement and Release may be signed in counterparts.

7. Choice of Law/Consent to Jurisdiction. This Settlement Agreement and Release shall be governed by and construed under the laws of the State of Iowa. Each party consents to the personal jurisdiction of the state courts in Iowa with respect to any action seeking to enforce the terms of this Settlement Agreement and Release.

8. Severability. If a court of competent jurisdiction shall determine that any part of this Settlement Agreement and Release is invalid or void, the remaining parts not so declared shall be considered valid and binding on the parties.

9. Entire Agreement. This Settlement Agreement and Release constitutes the entire agreement between the parties. The terms of this Settlement Agreement and Release are contractual and not merely recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged by each party. Headings are for convenience only and do not alter the express terms of this Settlement Agreement and Release. All representations, warranties, and indemnities under this Settlement Agreement and Release shall survive the termination, expiration, and performance thereof.

10. Public Record. The parties acknowledge that this Settlement Agreement and Release is a public record, pursuant to Iowa Code Chapter 22 (2019).

11. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order Number 85 and must be approved by the Director of the Iowa Department of Management, the Director of the Iowa Department of Administrative Services, and the Deputy Director of Iowa Workforce Development. The parties further acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Settlement Agreement and Release, and that payment of the funds is contingent on such approval. The Attorney General's office has reviewed and will recommend approval of this Settlement Agreement and Release.

PLEASE READ THIS DOCUMENT CAREFULLY. IT WILL RELEASE AND WAIVE LEGAL CLAIMS AND RIGHTS YOU MAY HAVE. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS DOCUMENT.



Lori L. Andreano
Agreed to on this 20 day of ~~August~~^{September}, 2019.

Ryan West, Deputy Director
Iowa Department of Workforce Development
Agreed to on this ____ day of August, 2019.

David Eklund
Agreed to on this ____ day of August, 2019.

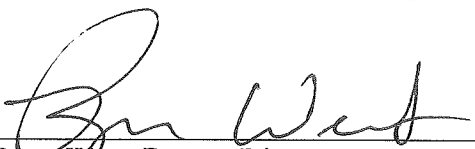
Mike Wilkinson
Agreed to on this ____ day of August, 2019.

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11. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order Number 85 and must be approved by the Director of the Iowa Department of Management, the Director of the Iowa Department of Administrative Services, and the Deputy Director of Iowa Workforce Development. The parties further acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Settlement Agreement and Release, and that payment of the funds is contingent on such approval. The Attorney General's office has reviewed and will recommend approval of this Settlement Agreement and Release.

PLEASE READ THIS DOCUMENT CAREFULLY. IT WILL RELEASE AND WAIVE LEGAL CLAIMS AND RIGHTS YOU MAY HAVE. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS DOCUMENT.

Lori L. Andreano
Agreed to on this ____ day of August, 2019.



Ryan West, Deputy Director
Iowa Department of Workforce Development
Agreed to on this 5 day of ~~August~~, 2019.
September

David Eklund
Agreed to on this ____ day of August, 2019.

Mike Wilkinson
Agreed to on this ____ day of August, 2019.


10. Public Record. The parties acknowledge that this Settlement Agreement and Release is a public record, pursuant to Iowa Code Chapter 22 (2019).


11. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order Number 85 and must be approved by the Director of the Iowa Department of Management, the Director of the Iowa Department of Administrative Services, and the Deputy Director of Iowa Workforce Development. The parties further acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Settlement Agreement and Release, and that payment of the funds is contingent on such approval. The Attorney General's office has reviewed and will recommend approval of this Settlement Agreement and Release.

PLEASE READ THIS DOCUMENT CAREFULLY. IT WILL RELEASE AND WAIVE LEGAL CLAIMS AND RIGHTS YOU MAY HAVE. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS DOCUMENT.

Lori L. Andreano
Agreed to on this ____ day of August, 2019.

Ryan West, Deputy Director
Iowa Department of Workforce Development
Agreed to on this ____ day of August, 2019.



David Eklund
Agreed to on this 17 day of ^{September} ~~August~~, 2019. 

Mike Wilkinson
Agreed to on this ____ day of August, 2019.

10. Public Record. The parties acknowledge that this Settlement Agreement and Release is a public record, pursuant to Iowa Code Chapter 22 (2019).


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PLEASE READ THIS DOCUMENT CAREFULLY. IT WILL RELEASE AND WAIVE LEGAL CLAIMS AND RIGHTS YOU MAY HAVE. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS DOCUMENT.

Lori L. Andreano
Agreed to on this ____ day of August, 2019.

Ryan West, Deputy Director
Iowa Department of Workforce Development
Agreed to on this ____ day of August, 2019.

David Eklund
Agreed to on this ____ day of August, 2019.



Mike Wilkinson
Agreed to on this 30th day of August, 2019.

Jon Nelson

Jon Nelson

Agreed to on this 30th day of August, 2019.



Iowa Department of Administrative Services

Service • Efficiency • Value

Governor Kim Reynolds
Lt. Governor Adam Gregg

Jim Kurtenbach, Director

Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated below noting the approval or denial of the attached proposed Personal Settlement Agreement. **After signing, please return to the attention of DAS-Communications in the Hoover Building for routing/final distribution. ** If "denied," please return to DAS-Communications.

In the matter of: Seth Last	DAS# 18-0067 / PERB# 102157
LLS Staff: <u>Alla Mintzer Zaprudsky</u>	

Agency/Department:	<u>Iowa Department of Human Services</u>
Director's Printed Name:	<u>Gerd Clabaugh</u>
Director's Signature:	
Date:	<u>8-23-19</u>
Approve:	<input checked="" type="checkbox"/>
Deny:	<input type="checkbox"/>

Department of Administrative Services	
Director's Printed Name:	<u>Jim Kurtenbach</u>
Director's Signature:	
Date:	<u>27 AUG 2019</u>
Approve:	<input checked="" type="checkbox"/>
Deny:	<input type="checkbox"/>

Department of Management	
Director's Printed Name:	<u>David Roederer</u>
Director's Signature:	
Date:	<u>9-18-19</u>
Approve:	<input checked="" type="checkbox"/>
Deny:	<input type="checkbox"/>

Office of the Attorney General	
Reviewed by (Print Name):	<u>Jeffrey Thompson</u>
Reviewer's Signature:	
Date:	<u>9/19/19</u>
Reviewed:	<input checked="" type="checkbox"/>
Redacted:	<input type="checkbox"/>

STATE OF IOWA
AND
SETH L. LAST

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Department of Human Services (State Training School), hereinafter the "State" and Seth L. Last, hereinafter "Last," enter into the following Agreement in full and final resolution of the grievance filed by Last, IDAS #18-0067; PERB #102157, that alleged a violation of Iowa Administrative Code rule 11 - 60.2(8A).

This settlement arose out of a situation in which Last was terminated from employment on or about December 6, 2017. The parties have agreed to the following:

1. Last shall return to employment at the State Training School subject to the following:
 - a. Last shall be employed as a Youth Services Worker.
 - b. Last must complete all necessary paperwork and pass the full background check required for the position.
 - c. Last shall receive back pay adjusted for any increases in compensation that would have occurred during the time period between December 6, 2017, and the date he returns to work.
 - d. Last shall receive the back pay less all applicable federal and state income taxes, social security taxes (FICA), the employee share of IPERS contributions, and interim earnings or unemployment compensation for the time period from December 7, 2017, through the date he returns to work.
 - e. Last shall have his sick leave balance restored to the balance as of the date of termination and shall receive sick leave accruals computed from December 7, 2017, through the date he returns to work.
 - f. Last shall receive vacation accruals computed from December 7, 2017, through the date he returns to work.
 - g. Last shall receive reimbursement for any premium costs, out-of-pocket medical, dental or vision payments that exceeded the amount that would have been paid by him if he had maintained coverage by State insurance during the time period between December 7, 2017, and the time he returns to work.
 - h. Last's employment start date with the State shall be restored to June 15, 2007.
2. In consideration of the foregoing, Last hereby withdraws the above referenced Public Employment Relations Board Appeal.

3. The specific terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter.
4. This Settlement Agreement constitutes the entire agreement between the parties. The terms of this Settlement Agreement are contractual and not merely recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged by each party.
5. This Settlement Agreement is a public record, pursuant to Iowa Code section 22.13A (2019), and shall be made accessible to the public on an internet site maintained by the Department of Administrative Services.
6. This Settlement Agreement is not binding until completely approved in accordance with Iowa Code section 22.13A(5).
7. Because this Settlement Agreement contemplates payment of back wages across fiscal years, the parties acknowledge that such payment must be approved by the State Appeal Board pursuant to Iowa Administrative Code rule 11—53.4(7).

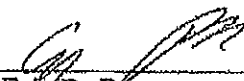
PLEASE READ THIS DOCUMENT CAREFULLY. IT WILL RELEASE AND WAIVE LEGAL CLAIMS AND RIGHTS YOU MAY HAVE. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS DOCUMENT.

APPROVED AS TO FORM

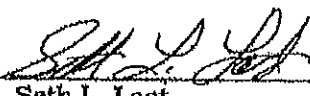
FOR THE STATE:

FOR THE GRIEVANT:

 Date: _____
 Alla R. Mintzer Zaprudsky
 Labor and Legal Services Attorney
 Iowa Department of Administrative
 Services


 _____ Date: 16 Aug 2019
 Eric D. Puryear
 Attorney
 Puryear Law P.C.

 Date: _____
 Mark E. Day
 Superintendent
 Department of Human Services
 Eldora State Training School


 _____ Date: 8/12/19
 Seth L. Last
 Grievant

3. The specific terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter.
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APPROVED AS TO FORM

FOR THE STATE:

FOR THE GRIEVANT:

Alla R. Mitzner Zaprudsky Date: 7/16/2019
 Alla R. Mitzner Zaprudsky
 Labor and Legal Services Attorney
 Iowa Department of Administrative
 Services

 Eric D. Puryear
 Attorney
 Puryear Law P.C.
 Date: _____

 Mark E. Day
 Superintendent
 Department of Human Services
 Eldora State Training School
 Date: _____

 Seth L. Last
 Grievant
 Date: _____

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7. Because this Settlement Agreement contemplates payment of back wages across fiscal years, the parties acknowledge that such payment must be approved by the State Appeal Board pursuant to Iowa Administrative Code rule 11-53.4(7).

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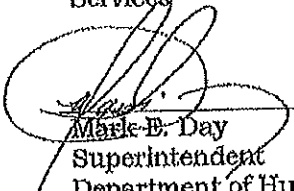
APPROVED AS TO FORM

FOR THE STATE:

FOR THE GRIEVANT:

Date: _____
Alla R. Mintzer Zaprudsky
Labor and Legal Services Attorney
Iowa Department of Administrative
Services

Date: _____
Eric D. Puryear
Attorney
Puryear Law P.C.



Date: 7/2/19
Mark B. Day
Superintendent
Department of Human Services
Eldora State Training School

Date: _____
Seth L. Last
Grievant



Iowa Department of Administrative Services
Service • Efficiency • Value

Governor Kim Reynolds
Lt. Governor Adam Gregg
Jim Kurtenbach, 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 DAS-Communications in the Hoover Building for routing/final distribution. ** If "denied," please return to DAS-Communications.

In the matter of: John Cox DAS# 19-0062 / PERB# 102313
LLS Staff: Anthea Galbraith

Agency/Department: Iowa Department of Corrections
Director's Printed Name: Beth Skinner
Director's Signature:
Date: 7/25/19 Approve: Deny:

Department of Administrative Services

Director's Printed Name: Jim Kurtenbach
Director's Signature:
Date: 26 July 2019 Approve: Deny:

Department of Management

Director's Printed Name: David Roederer
Director's Signature:
Date: 7-29-19 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson
Reviewer's Signature:
Date: 8-14-19 Reviewed: Redacted:

STATE OF IOWA
AND
JOHN COX

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Iowa Department of Corrections, hereinafter the State, and John Cox, hereinafter Grievant, enter into the following Agreement in full and final resolution of the merit grievance appeal filed by or on behalf of Grievant, hereinafter PERB Case No. 102313, that alleged a violation of Iowa Code section 2A.415(2).


This Settlement arose out of a situation in which Grievant was issued a three (3) day paper suspension. In order to resolve PERB Case No. 102313, the above-listed parties agree to the following:

1. The three (3) day paper suspension shall be rescinded and replaced with a one (1) day paper suspension for failing to obtain institutional authorization prior to giving statements to the media.
2. Should Grievant receive no discipline for one (1) year following the effective date of this settlement, the one (1) day paper suspension shall be considered stale for the purposes of progressive discipline.
3. In consideration of the foregoing, Grievant withdraws the above-referenced grievance and will file a voluntary dismissal with prejudice in PERB Case No. 102313 no later than five (5) days after final approval in paragraph 7, below, occurs.
4. This agreement is a good faith settlement of all issues arising from the facts alleged in this appeal, no promises of any other or further considerations have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action arising from the Grievant's claim in this appeal.
5. 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 litigation or other proceedings in the future.
6. This agreement shall be made accessible to the public on an internet site maintained by the Iowa Department of Administrative Services.
7. This Settlement Agreement is not binding until completely approved in accordance with Iowa Code section 22.13A(4).

FOR THE STATE:

FOR THE GRIEVANT:

APPROVED AS TO FORM



Anne Gaithe Date
Labor Relations Attorney
Iowa Department of Administrative Services



Amber Moats Date
Union Representative

7-16-19

BS 7-19-19
Management Rep Date
Iowa Department of Corrections

John Cox 7-15-2019
John Cox Date
Grievant

STATE OF IOWA
AND
RODOLFO GONZALEZ

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and Iowa Department of Corrections, hereinafter the State, and Rodolfo Gonzalez, hereinafter Grievant, enter into the following Agreement in full and final resolution of the merit grievance appeal filed by or on behalf of Grievant, hereinafter PERB Case No. 102253, that alleged a violation of Iowa Code Section 8A.415(2)

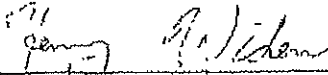
This Settlement arose out of a situation in which Grievant was issued a three (3) day paper suspension. In order to resolve PERB Case No. 102253, the above-listed parties agree to the following:

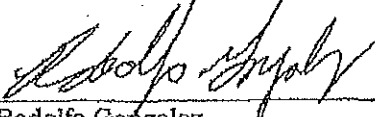
1. The three (3) day paper suspension shall be rescinded and replaced with a Written Reprimand.
2. In consideration of the foregoing, Grievant withdraws the above-referenced grievance and will file a voluntary dismissal with prejudice in PERB Case No. 102253 no later than five (5) days after final approval in paragraph 6, below, occurs.
3. This agreement is a good faith settlement of all issues arising from the facts alleged in this appeal, no promises of any other or further considerations have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action arising from the Grievant's claim in this appeal.
4. 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 litigation or other proceedings in the future.
5. This agreement shall be made accessible to the public on an internet site maintained by the Department of Administrative Services.
6. This Settlement Agreement is not binding until completely approved in accordance with Iowa Code section 22.13A(4).


FOR THE STATE:

FOR THE GRIEVANT:

APPROVED AS TO FORM


Henry Widen Date 6-27-19
Labor Relations Attorney
Iowa Department of Administrative Services


Rodolfo Gonzalez Date 6-28-19
Grievant


Management Rep Date 7 10 19
Iowa Department of Corrections