



Iowa Department of Administrative Services

Service • Efficiency • Value

Governor Terry E. Branstad
Lt. Governor Kim Reynolds

Janet Pilgus, 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: <u>Anthea Galbraith</u> | |

| | |
|--------------------------|-------------------------------------|
| Agency/Department: | <u>Iowa Department of Revenue</u> |
| Director's Printed Name: | <u>Kraig Paulsen</u> |
| Director's Signature: | |
| Date: | <u>10-31-19</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>01 NOV 20 19</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>11-2-19</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>11/12/19</u> |
| Reviewed: | <input checked="" type="checkbox"/> |
| Redacted: | <input type="checkbox"/> |

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

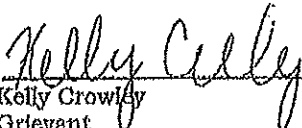
Date 10/22/19

Phillip Thompson
Grievant's Representative

Date

10/15/19


Management Representative 10/31/19
Iowa Department of Revenue Date


Kelly Crowley 10/18/19
Grievant Date



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: *Ryan West*

Date: 9/Sept/19 Approve: Deny:

Agency/Department: Iowa Department of Administrative Services

Director's Printed Name: Jim Kurtenbach

Director's Signature: *James M Kurtenbach*

Date: 10 Sept 2019 Approve: Deny:

Agency/Department: Iowa Department of Management

Director's Printed Name: David Roederer

Director's Signature: *David Roederer*

Date: 9-12-19 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature: *Jeffrey Thompson*

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.

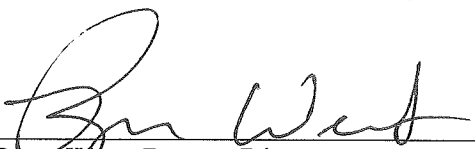
Mike Wilkinson
Agreed to on this ____ day of August, 2019.

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 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).


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 ____ 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 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: 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. Miltzer Zaprudsky Date: 7/16/2019
 Alla R. Miltzer 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: _____

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.
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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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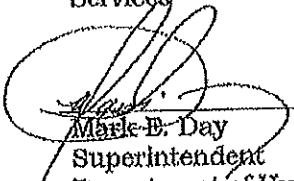
APPROVED AS TO FORM

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 E. 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 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. 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

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

John Cox 7-15-2019
John Cox Date
Grievant



Iowa Department of Administrative Services

Service • Efficiency • Value

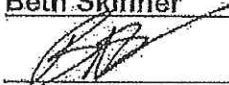
Governor Kim Reynolds
Lt. Governor Adam Gregg

Jim Kurtenbach, Director

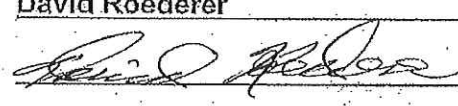
Routing/Review Approval of Personnel Settlement Agreement

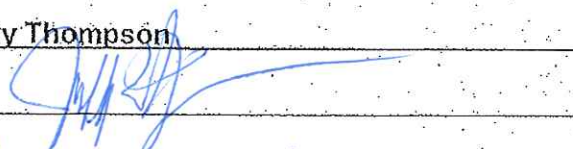
Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. **After signing, please return to the attention of DAS-Communications in the Hoover Building for routing/final distribution, **If "denied," please return to DAS-Communications.

| | |
|---|-----------------------------|
| In the matter of: Rodolfo Gonzalez | DAS# 19-0002 / PERB# 102253 |
| LLS Staff: <u>Nathan Reckman</u> | |

| | | |
|---|--|--------------------------------|
| Agency/Department: <u>Iowa Department of Corrections</u> | | |
| Director's Printed Name: <u>Beth Skinner</u> | | |
| Director's Signature:  | | |
| Date: <u>7/10/19</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>10 June 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>7-11-19</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>July 11, 2019</u> | Reviewed: <input checked="" type="checkbox"/> | Redacted: <input type="checkbox"/> |

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)

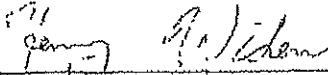
This Settlement arose out of a situation in which Grievant was issued a three (3) day paper suspension. In order to resolve PERB Case No. 102253, the above-listed parties agree to the following:

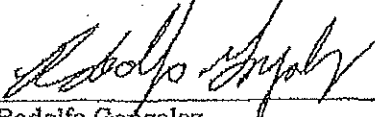
1. The three (3) day paper suspension shall be rescinded and replaced with a Written Reprimand.
2. In consideration of the foregoing, Grievant withdraws the above-referenced grievance and will file a voluntary dismissal with prejudice in PERB Case No. 102253 no later than five (5) days after final approval 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

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

 6-28-19
Rodolfo Gonzalez Date
Grievant

 7 10 19
Management Rep Date
Iowa Department of Corrections