

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into, by and between the State of Iowa, Department of Administrative Services ("DAS") and Tony J. Schmitz, ("Schmitz"), collectively "the Parties."

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose of Agreement. This Agreement shall serve as a full, final and complete settlement of any and all alleged issues and damages contained in and related to the non-contract reorganizations/reduction in force grievances filed by Schmitz on September 14, 2011 and September 30, 2011 PERB No. 12-MA-03 ("Grievances") which allege violations of Iowa Code Chapter 8A (8A.413) and Iowa Administrative Code Chapter 11 (11-56.1 and 11-60.3).

2. Denial of Liability. This Agreement shall not in any way be construed as an admission of liability or wrongdoing whatsoever on the part of DAS.

3. Dismissal by Schmitz. Schmitz shall dismiss with prejudice the Grievances, his appeal with the Public Employment Relations Board ("PERB"), his Iowa Civil Rights Commission ("ICRC") Complaint, CP# 06-12-62681, any potential or existing Equal Employment Opportunity Commission ("EEOC") Complaint, and any and all other claims Schmitz may or might have against the State of Iowa, DAS or any subdivision thereof. Schmitz shall execute the necessary documents and shall take any and all steps required to dismiss all actions with prejudice. Upon completion of such, Schmitz shall promptly forward a copy of all dismissal documentation to Mike Carroll, Director of Administrative Services, Hoover Building 3<sup>rd</sup> Floor, 1305 East Walnut Street, Des Moines, IA 50319.

4. Payment. Within two (2) weeks after the receipt of all dismissal documentation and a fully executed Agreement, DAS shall pay Schmitz in one (1) lump sum payment, the amount of thirty five thousand seven hundred twenty five dollars (\$35,725) less all appropriate withholdings and deductions. This payment shall be made via warrant which shall be made out to and mailed to Tony Schmitz's attorney, Nathaniel R. Boulton, Hedberg & Boulton, P.C., 100 Court Avenue Suite 425, Des Moines, IA 50309.

5. No Further Consideration. Schmitz acknowledges no promises for other or future consideration have been made by anyone. Schmitz agrees to accept and understands the consideration described in Paragraph 4 is all he shall receive in exchange for his release of all claims and potential causes of actions and suits.

Schmitz agrees he has received payment for all accrued vacation and sick leave and is not entitled to any additional compensation.

6. Release and Discharge.

- a. This Agreement shall serve as a good faith settlement and final resolution of any and all claims Schmitz may or might have against the State of Iowa, DAS or any subdivision thereof, and represents full, final and complete settlement of all alleged damages pertaining to Grievances.
- b. In exchange for the consideration outlined in Paragraph 4, Schmitz, his agents, representatives, heirs, executors, administrators and assigns, whether in an individual capacity, official capacity, or any other capacity hereby mutually, completely and unconditionally releases, acquits and forever discharges the State of Iowa, DAS, and their officers, employees, and agents, whether in an individual capacity, official capacity, or any other capacity, from any and all claims, demands, obligations, causes of action, damages, costs, expenses and compensation of any nature whatsoever, be they direct or indirect, in law or in equity, whether known or unknown, which Schmitz, his agents, representatives, heirs, executors, administrators and assigns, whether in an individual capacity, official capacity, or any other capacity may have had, presently has, or may have in the future.
- c. In exchange for the consideration outline in Paragraph 3, the State of Iowa, DAS, and their officers, employees, and agents, whether in an individual capacity, official capacity, or any other capacity, hereby mutually, completely and unconditionally releases, acquits and forever discharges Schmitz from any and all claims, demands, obligations, causes of action, damages, costs, expenses and compensation of any nature whatsoever, be they direct or indirect, in law or in equity, whether known or unknown, which the State of Iowa, DAS, and their officers, employees, and agents, whether in an individual capacity, official capacity, or any other capacity, may have had, presently has, or may have in the future.

7. Integration. This Agreement shall constitute the only and entire understanding between the Parties concerning Grievances, Schmitz's ICRC Complaint, and any potential or existing EEOC Complaint and fully supersedes any and all prior agreements or understandings. Other prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the Parties relating to the Grievances, Schmitz's ICRC Complaint, and any potential or existing EEOC Complaint and not embodied in this Agreement shall not be of any force or effect.

8. Amendments. No modification of this Agreement shall be valid, binding or enforceable unless made in writing and signed by the Parties.

9. Severability. The provisions of this Agreement are independent of each other, and the invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision. If any provision of this Agreement is held to be invalid, unenforceable,

or contrary to public policy, whether in whole or in part, the remaining provisions shall remain valid, binding and enforceable.

10. Confidentiality. Subject to Iowa law, all facts, circumstances and terms related to, arising out of and contained in this Agreement shall be confidential. DAS, Schmitz and their agents, representatives, officers and employees, shall not release any information pertaining to the Grievances to any source or individual not within Schmitz' immediate family. If there is convincing evidence suggesting the release of such information, it will be considered a breach of this Agreement.

11. Non-precedent Setting. The terms of this Agreement are considered by the Parties to pertain only to the specific and unique facts involved in Grievances. Neither party shall rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or other proceeding in the future.

12. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and to their respective heirs, executors, administrators, successors and assigns, and other legal representatives.

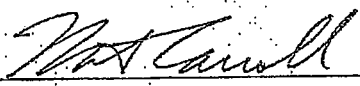
13. Fees and Costs. The Parties agree each of them shall be responsible for their own respective attorney fees and costs, including court and administrative costs, incurred as a result of Grievances.

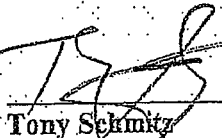
14. Applicable Law. This Agreement is made and entered into in the State of Iowa. The Parties approve this Agreement and all matters arising under or relating to this Agreement shall in all respects be construed, enforced and governed under the laws of the State of Iowa. The Parties also agree venue shall be exclusively in Polk County, Iowa.

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. BY SIGNING THIS AGREEMENT, YOU AFFIRM YOU HAVE READ, UNDERSTAND, AND FREELY AND VOLUNTARILY ENTER INTO THIS SETTLEMENT AGREEMENT AND RELEASE.**

FOR DAS:

FOR TONY SCHMITZ:

 2/11/13  
Mike Carroll, Director Date  
Department of Administrative Services

 1/31/13  
Tony Schmitz Date  
Grievant

**STATE OF IOWA  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD**

---

DEBORAH S. SCHROEDER, Appellant,	)	
and	)	CASE NO. 09-MA-03
STATE OF IOWA (DEPARTMENT OF EDUCATION), Appellee.	)	

---

**SETTLEMENT AGREEMENT**

The State of Iowa, Department of Education ("DOE" or "STATE") and DEBORAH S. SCHROEDER ("SCHROEDER"), collectively referred to as the "PARTIES", enter into the following settlement agreement ("SETTLEMENT AGREEMENT") on this 2<sup>nd</sup> day of October 2013, in full and final resolution of the above-referenced disciplinary action appeal and agree to settle this case and any and all claims arising therefrom as follows:

1. The APPELLANT/SCHROEDER shall:
  - a. Release, acquit, discharge, and covenant not to sue or file a charge against the STATE/DOE and their predecessors and successors in interest, and all their past, present and future agencies, boards, departments, members, administrators, directors, officers, employees, agents, attorneys and representatives in their personal and official capacities, and their heirs and legal representatives ("Releasees") of and from, any and all claims and demands, past, present or future, known or unknown, and all manner of action and actions causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, torts, trespasses, damages, injuries, personal injuries, judgments, executions, warranties, claims and demands whatsoever, in law or in equity, which SCHROEDER, and her heirs, executors, administrators, agents, distributees, beneficiaries, successors in interest and assignees, ever had, now has, or in the future may have, against Releasees, by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of execution of this Settlement Agreement, including, but not limited to, all claims, known or unknown but subsequently discovered, which were actually asserted or might have been asserted by SCHROEDER in this matter, specifically arising out of her employment, at the STATE/DOE during the period of October 20, 2005, through January 2, 2009, against the STATE/DOE.

- b. Withdraw with prejudice:
  - i. the disciplinary appeal under the PERB (PERB Case No. 09-MA-03),
  - ii. any and all State Court and/or Federal Court actions, whether known or unknown, against the State related to, involving, and/or arising from any facts or circumstances which gave rise to the above referenced disciplinary appeal;

2. In consideration of the foregoing, the STATE OF IOWA/DOE shall:

- a. Return SCHROEDER to employment at DOE (as an Educational Program Consultant-DLR Finance) on October 11, 2013, at a yearly salary of seventy five thousand three hundred dollars (\$75,300.00) with all other benefits and accruals.
- b. Reimburse SCHROEDER for back wages for twenty pay periods covering the period of January 3, 2009, to October 15, 2009, in an amount of forty six thousand, four hundred dollars (\$46,400.00; \$2,320.00 multiplied by 20 pay periods), ~~less all applicable State and Federal income taxes, social security taxes, and the employee share of IPERS within thirty business days of the date of this agreement.~~
- c. Provide SCHROEDER eight thousand dollars (\$8,000.00) for non-wage damages not subject to State and Federal income taxes, social security taxes, or retirement contributions (IPERS) within thirty business days of the date of this agreement.
- d. Restore SCHROEDER for all benefits under this agreement. Benefits are defined as follows and no other benefits are considered:
  - i. vacation time accrued from January 3, 2009, through September 20, 2013;
  - ii. sick time accrued from January 3, 2009, through September 20, 2013;
- e. Adjust SCHROEDER's personnel file accordingly.

3. The PARTIES agree to the following provisions:

- a. No promises for other or future consideration have been made by anyone. The above consideration is all that shall be received by the PARTIES.
- b. By entering into this Settlement Agreement, no party to this Agreement admits any liability on any claim or defense asserted or assertable in the above-styled cause, and nothing set forth or contained in this Agreement is intended as, nor shall be deemed to be, an admission of any guilt or wrongdoing by any of the parties to this Agreement.

- c. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages arising from and related to the above-referenced disciplinary appeal.
  - d. The terms of this Settlement Agreement shall be considered to solely pertain to the specific and unique facts involved in the above-referenced disciplinary appeal. The PARTIES shall not rely on this Settlement Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceedings.
  - e. This Agreement is made and entered into in the State of Iowa, and shall in all respects be interpreted, enforced and governed in, and under the laws of Iowa. The language and all parts of this Settlement Agreement shall, in all cases, be construed as a whole according to its fair meaning, and not strictly for or against any of the parties.
  - f. This Settlement Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa. Venue shall lie in Polk County, Iowa and the Southern District of Iowa, Central Division.
- 
- g. This agreement shall be confidential to the extent required by Iowa law.
  - h. The PARTIES agree that this agreement is the full and final resolution of this matter.
  - i. SCHROEDER expressly acknowledges that in entering this Settlement Agreement no representations were made to her other than those stated in this Agreement and that she has placed no reliance on any alleged representation made by the STATE/DOE, its agents, directors, officers, and employees, not stated in this Settlement Agreement.
  - j. SCHROEDER hereby represents and warrants that she had an adequate opportunity to consult and has consulted with an attorney and/or any other persons of her own choosing regarding this matter and the settlement thereof, and that she has entered into this Settlement Agreement of her own free will and accord and in accordance with his own judgment.
  - k. Each PARTY shall bear his or its own costs and attorney's fees incurred in regard to the instant action and in the handling of matters covered by this Settlement Agreement.
  - l. This is the entire settlement agreement between the parties. No other promises, agreements, or representations have been made other than those stated in this Settlement Agreement. This Settlement Agreement supersedes any and all prior negotiations, agreements, or understandings, written or oral, between the parties pertaining to the subject matter of this Agreement.
  - m. The failure of either PARTY to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Settlement Agreement, shall not be construed as a waiver or relinquishment for the failure of any such

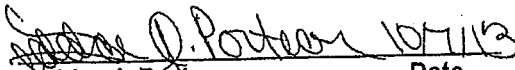
term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless in writing and signed by the parties.

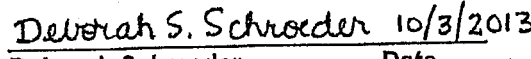
- n. Each party acknowledges that he or it has read this Settlement Agreement carefully, fully understands the meaning of the provisions of this Settlement Agreement, and is signing this Settlement Agreement knowingly and voluntarily.

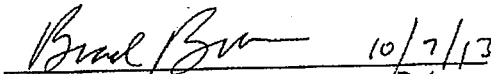
WHEREFORE, this Settlement Agreement has been duly executed by the undersigned parties and shall take effect immediately upon acceptance by the parties and said execution.

FOR THE STATE/DOE:

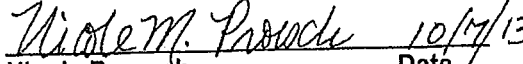
FOR THE APPELLANT/SCHROEDER:

  
Teddra J. Poteous                      Date  
Labor Relations Specialist  
Iowa Department of Administrative Services

  
Deborah S. Schroeder                      Date  
Deborah Schroeder                      Appellant

  
Brad Buck                      Date  
Director  
Iowa Department of Education

  
James Sayre                      Date  
Attorney for Appellant

  
Nicole Proesch                      Date  
General Counsel  
Iowa Department of Education

## KELLI GRABAU SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into by and between the State of Iowa, Department of Administrative Services ("DAS") and Iowa Veterans Home ("IVH") and Kelli Grabau ("Grabau")(collectively the "Parties").

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose of Agreement. This Agreement shall serve as a full, final and complete settlement of any and all claims and damages contained in and related to the non-contract grievance filed by Grabau on or about October 1, 2012, IDAS No. 13-0146, and appealed to the Public Employment Relations Board ("PERB") on December 3, 2012, PERB No. 13-MA-04 (collectively the "Grievance" which is attached hereto as Exhibit 1).
2. Denial of Liability. This Agreement shall not in any way be construed as an admission of liability or wrongdoing whatsoever on the part of DAS, IVH or Grabau.
3. Resignation. Simultaneously with the execution of this Agreement, Grabau shall submit a letter of resignation from employment at IVH, effective September 26, 2012. IVH will immediately remove any documentation of termination from Grabau's personnel file. At that time, the remaining balance in Grabau's sick leave bank existing as of September 26, 2012 will be reinstated and become eligible for use under the SLIP program (which is governed by Iowa Code Section 70A.23).
4. Dismissal by Grabau. Grabau shall dismiss with prejudice the Grievance and any and all other known claims Grabau may or might have against the State of Iowa arising from her prior employment. Upon completion of such, Grabau shall promptly forward a copy of all such documentation to Mike Carroll, Director of Administrative Services, Hoover Building 3<sup>rd</sup> Fl., 1305 E. Walnut St., Des Moines, Iowa 50319.
5. Payment. After the receipt of all necessary documentation, DAS/IVH shall pay Grabau a total of \$110,000.00. Payment shall be made in accordance with the following schedule:
  - a. \$30,000.00 as lump sum wages, not retirement/IPERS covered. This amount is subject to applicable federal/state/fica taxes, with each party responsible for the deductions attributable to them. Payment shall be made in accordance with the following schedule:
    - i. \$15,000.00 (1/2 of the payment of lump sum wages), less appropriate deductions, within thirty (30) days of the execution of this agreement. This payment shall be considered a lump sum payment not subject to retirement/IPERS.
    - ii. \$15,000.00 (remaining 1/2 of the payment of lump sum wages), less appropriate deductions, on or about January 15, 2014. This payment shall be considered a lump sum payment not subject to retirement/IPERS.



b. \$80,000.00 in additional consideration without deduction for compensatory damages for emotional distress. Payment shall be made in accordance with the following schedule:

i. \$40,000.00 (1/2 of the payment of additional consideration), within thirty (30) days of the execution of this agreement. Said payment shall not be considered lump sum wages and not subject to deductions and shall also not be subject to retirement/IPERS.

ii. \$40,000.00 (remaining 1/2 payment of additional consideration), on or about January 15, 2014. This payment shall not be considered lump sum wages and not subject to deductions and shall not be subject to retirement/IPERS.

6. No Further Consideration. DAS/IVH and Grabau acknowledge no promises for other or future consideration have been made by anyone. Grabau agrees to accept and understands the consideration described in Paragraphs 4 and 5 is all she shall receive in exchange for her release of all claims and potential causes of actions and suits arising from her employment at the State of Iowa and IVH.

7. Release and Discharge.

a. This Agreement shall serve as a good faith settlement and final resolution of any and all claims Grabau may or might have against the State of Iowa arising from or related to her employment, and represents a full and complete settlement of any and all alleged damages arising from or related to the Grievance.

b. In exchange for the consideration outlined in Paragraphs 4 and 5, Grabau, her agents, representatives, heirs, executors, administrators, and assigns, whether in an individual capacity, official capacity, or any other capacity, hereby mutually, completely and unconditionally releases, acquits and forever discharges the State of Iowa, DAS, IVH and their officers, employees, and agents, whether in an individual capacity, official capacity, or any other capacity, from any and all claims, demands, obligations, causes of action, damages, costs, expenses and compensation of any nature whatsoever, be they direct or indirect, in law or in equity, whether known or with reasonable diligence could be known, which Grabau may have had, or presently has, as of the date this agreement is executed.

c. Additionally, the State of Iowa, DAS, IVH, and their officers, employees, and agents, whether in an individual capacity, official capacity, or any other capacity, hereby mutually, completely and unconditionally releases, acquits and forever discharges Grabau from any and all claims, demands, obligations, causes of action, damages, costs, expenses and compensation of any nature whatsoever, be they direct or indirect, in law or in equity, whether known or with reasonable diligence could be known, which the State of Iowa, DAS, IVH, and their officers, employees, and agents, whether in an individual capacity, official capacity, or any other capacity, may have had, or presently has, as of the date this agreement is executed.

8. Integration. This Agreement shall constitute the only and entire understanding between the Parties concerning the Grievance and fully supersedes any and all prior agreements or understandings. Other prior or contemporaneous representation, inducements, promises, or agreements, oral or otherwise, between the parties relating to the Grievance and not embodied in this Agreement shall have no force and effect.

9. Amendments. No modification of this Agreement shall be valid, binding or enforceable unless made in writing and signed by the Parties.

10. Severability. The provisions of this Agreement are independent of each other, and the invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision. If any provision of the Agreement is held to be invalid, unenforceable, or contrary to public policy, whether in whole or in part, the remaining provisions shall remain valid, binding and enforceable.

11. Confidentiality. Grabau and DAS/IVH shall undertake any and all reasonable efforts to maintain the confidentiality of specific terms of this Agreement, subject to Iowa law and subject to any necessity to disclose the contents for the benefit of any taxing authority or in any other confidential capacity with state or federal bodies. The Parties further agree not to make communications or statements, written or oral, which disparage or damage the reputation of the other party.

12. Non-precedent Setting. The terms of this Agreement are considered by the Parties to pertain only to the specific facts involved in this matter. Neither party shall rely upon this Agreement or cite the same as precedent in any grievance, arbitration, litigation or other proceeding in the future.

13. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and to their respective heirs, executors, administrators, successors and assigns, and other legal representatives.

14. Fees and Costs. The Parties agree each of them shall be responsible for their own respective attorney fees and costs, including court and administrative costs, incurred as a result of the Grievance.

15. Applicable Law. This Agreement is made and entered into in the State of Iowa. The Parties approve this Agreement and all matters arising under or relating to this Agreement shall in all respects be construed, enforced and governed under the laws of the State of Iowa. The Parties also agree venue shall be exclusively in Polk County, Iowa.

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. BY SIGNING THIS AGREEMENT, YOU AFFIRM YOU HAVE READ, UNDERSTAND, AND FREELY AND VOLUNTARILY ENTER INTO THIS SETTLEMENT AGREEMENT AND RELEASE.**

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

FOR DAS/IVH:

Mike Carroll 10/31/13  
Mike Carroll Date  
Department of Administrative Services

FOR KELLI GRABAU:


Kelli Grabau  
Kelli Grabau-Appellant Date  
Sharon Soorholtz Greer 10-29-13  
Sharon Soorholtz Greer - Attorney Date  
for Appellant


SETTLEMENT AGREEMENT FOR EDWARD D. MARTIN GRIEVANCE

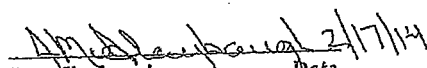
The State of Iowa, Department of Administrative Services, Department of Human Services, Glenwood Resource Center ("State") and the American Federation of State, County and Municipal Employees Iowa Council 61 ("Union") and Edward D. Martin ("Grievant"), collectively "the Parties" enter into the following agreement in full, final, complete, and good faith resolution of the grievance filed on behalf of Grievant AFSCME 120066 / DAS 13-0202 / PERB 13-GA-192 ("Grievance").

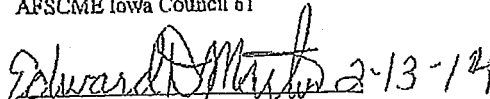
In consideration of the following mutual promises and covenants, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Prior to February 14, 2014, Union shall withdraw Grievance and any and all claims or causes of action arising from Grievant's employment with State. Union shall promptly send copies of the withdrawals to PERB, Arbitrator Roger White, and both of the undersigned State representatives.
2. In exchange for the above consideration, State will pay Grievant a lump sum payment of ten thousand dollars and no/100 (\$10,000.00) treated as taxable income at the flat tax rate, subject to FICA and not subject to IPERS withholdings. Grievant understands payment will be made on the next reasonable regular payroll date after all below signatures have been obtained (this Agreement is fully executed) and the withdrawals have been received by the undersigned State representatives.
3. Grievant shall be placed on leave without pay from his original termination date of November 8, 2012 to the date he filed for IPERS retirement, March 4, 2013. Grievant shall not be entitled to any accruals, IPERS, or any other employment benefit(s) during this timeframe.
4. Grievant shall be allowed to retire under the Sick Leave Insurance Program ("SLIP") contained in Article IX, Section 10 of the AFSCME Collective Bargaining Agreement. Grievant acknowledges he is responsible for abiding by all SLIP requirements and understands he is subject to SLIP terms and conditions.
5. After Grievant is a bona fide IPERS retiree, Grievant's sick leave bank shall be restored to its balance as of November 8, 2012, which is one thousand six hundred and twelve hours and 443046/10,0000 (1,612.443046) sick hours. The total value of Grievant's sick balance is \$35,304.44. The \$2,000 sick leave payout from Grievant's total sick leave balance dollar shall be paid to Grievant in a second warrant. Grievant understands payment will be made on the next reasonable regular payroll date after Grievant is eligible for SLIP.
6. Grievant shall have \$33,304.44 to utilize in SLIP. Grievant shall be eligible for health insurance through the SLIP program beginning the first of the month after Grievant is enrolled in SLIP.
7. Grievant shall not be eligible for and shall not seek future employment with the Iowa Department of Human Services ("DHS"), but may be eligible for future non-DHS employment with State.
8. State and Union agree to split Arbitrator White's docketing fee.
9. This agreement is executed by the Parties as a good faith settlement of all issues arising from the facts alleged in all grievances referenced herein. Grievant and Union acknowledge no promises for other or future consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from Grievant's claims in Grievance.
10. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in Grievance. The Parties shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceeding(s), which do not involve Grievant. The Parties agree that the terms of this Agreement shall be confidential to the extent allowable by applicable law.

  
Laura Monnisen Date 2/19/14  
Dept. of Administrative Services

  
Matt Butler Date 2/13/2014  
AFSCME Iowa Council 61

  
Jean Slaybaugh Date 2/17/14  
Department of Human Services


  
Edward D. Martin Date 2-13-14  
Grievant

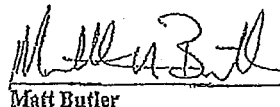
**SETTLEMENT AGREEMENT  
TIM SCHAEFER GRIEVANCE**

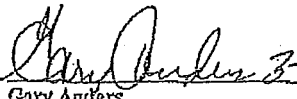
The State of Iowa, Department of Administrative Services, Glenwood Resource Center ("State"), along with the American Federation of State, County and Municipal Employees, Iowa Council 61 ("Union"), and Tim Schaefer ("Grievant"), collectively "the Parties," enter into the following Settlement Agreement ("Agreement") in full, final and complete resolution of DAS 13-0404 / AFSCME 119893 (five day suspension issued on March 15, 2013) ("Grievance").

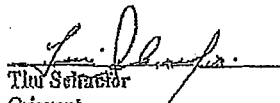
In full, final and complete resolution of Grievance, the Parties agree to the following:

1. Prior to Thursday, February 27, 2014 Union shall promptly withdraw Grievance, remove Grievance from the GRIP docket and shall send copies of the withdrawal to both of the undersigned State representatives.
2. In exchange for the consideration listed in Paragraph 1, State agrees to reduce the five (5) day suspension to a three (3) day suspension. The reduction shall occur after the agreement has been executed. Grievant shall not receive any back pay, accruals or any other benefit.
3. This Agreement shall serve as a good faith settlement of any and all alleged claims, potential causes of action and damages alleged in, related to, and/or arising from Grievance.
4. Union and Grievant acknowledge no promises for any other or future consideration have been made by anyone. The above consideration is all Grievant shall receive for the claims, potential causes of action and damages alleged in, related to, and/or arising from Grievance.
5. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in Grievance. The Parties shall not rely on this Agreement or cite the same as an example, standard and/or precedent in any grievance, arbitration, litigation or any other future proceeding(s), which do not involve Grievant. This agreement shall be confidential to the extent state and federal law allow.

 3/3/14  
 Laura Mowman Date  
 Labor Relations Specialist,  
 Dept. of Admin Services

 2/28/2014  
 Matt Butler Date  
 Union Representative,  
 AFSCME Iowa Council 61

 3-3-14  
 Gary Anders Date  
 Interim Superintendent,  
 Glenwood Resource Center

 02-27-14  
 Tim Schaefer Date  
 Grievant

JAN 31 2014

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Iowa Juvenile Home (IJH) hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Sue Frye, hereinafter Grievant, AFSCME No. 120825/DAS No. 13-0254, and scheduled for arbitration (14-GA-037) that alleged a violation of Article IV, Section 9 (Discipline and Discharge) of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was terminated from employment on December 13, 2012.

The parties have agreed to the following:

1. The letter of termination will be removed from Grievant's file upon execution of this document by all parties.
2. The Grievant shall be treated as if she was laid off beginning January 16, 2014 and shall be granted contract rights as set forth in Article VI of the collective bargaining agreement. Grievant will be placed on recall pursuant to the recall procedure(s) outlined in Article VI, Section 2(1)(2) of the CBA. Grievant agrees she will not designate any classification within DHS for purposes of recall in compliance with paragraph 4 of this agreement.
3. The State will issue Grievant a lump sum payment of seven thousand nine hundred dollars (\$7,900.00), treated as taxable income at the flat tax rate and not subject to the IPERS deduction.
4. Grievant shall not be eligible for and shall not seek future employment with the Iowa Department of Human Services ("DHS").
5. The Grievant shall retain her seniority and sick leave accrual rate as if there was no interruption to her employment.
6. In consideration of the foregoing, the Union and the State agree to cancel the pending arbitration and share equally in all arbitration fees incurred.
7. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
8. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter and will be kept confidential to the extent allowable by Iowa law. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

Jeff R. Edgar 2/21/14  
Date  
Jeff Edgar  
Labor Relations  
DAS

FOR THE UNION

Rick Elander January 24, 2014  
Date  
Rick Elander  
Staff Representative  
AFSCME Iowa Council 61

Sally Titus 2/19/14  
Date  
Sally Titus  
Deputy Director  
Iowa Dept. of Human Services

Sue Frye January 28, 2014  
Date  
Sue Frye

STATE OF IOWA  
BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD

RICHARD SWIZDOR,  
Appellant,

and

CASE NOS. 12-MA-06

STATE OF IOWA (DEPARTMENT OF  
COMMERCE, ALCOHOLIC BEVERAGES  
DIVISION),  
Appellee.

Settlement Agreement

~~In order to resolve the above-referenced disciplinary action~~  
appeal, the parties agree to the following:

1. The State agrees to reimburse Mr. Swizdor for wages due from February 29, 2012 through November 8, 2012.
2. The State agrees to reimburse Mr. Swizdor for all benefits under this agreement. Benefits are defined as: vacation accrued from February 29, 2012 through November 8, 2012, state match for IPERS, and state match deferred compensation. No other benefits are defined.
3. State will remove any reference to termination from Mr. Swizdor's personnel file. The State will grant access to Mr. Swizdor to review and or inspect his personnel file in the company of the Agency's personnel officer.
4. Appellant agrees to withdraw his appeal under the PERB (PERB Case No. 12-MA-06) and his complaint to ICRC (Complaint # 11-12-63441) and the EEOC complaint (Complaint # 26A-2013-00188C) with prejudice.
5. The State will provide a neutral letter of referral to be authored by the Administrator of the Alcoholic Beverages Division of the State of Iowa. This letter will be authored within ten working days of the last withdrawal and or dismissal of both claims and delivered to the attorney of record's office.
6. Appellant agrees to withdraw his appeal under the PERB (PERB Case No. 12-MA-06) and his complaint to ICRC (Complaint # 11-12-63441) and the EEOC complaint (Complaint # 26A-2013-00188C) with prejudice.
7. Appellant waives and releases any and all claims here and potentially arising out of his employment at the

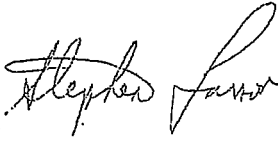


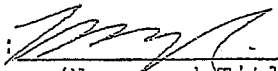
Alcoholic Beverages Division against the State, officers, directors, Stephen Larson in his official and individual capacity, Deb Bassett in her official and individual capacity, Suzanne Brott in her official and individual capacity, Tracy Bradley in her official and individual capacity, and Jeffery Panknen in his official and individual capacity.

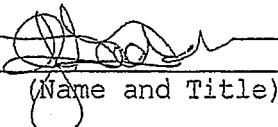
8. Appellant agrees not to seek employment with the Alcoholic Beverages Division of the State of Iowa. This does not preclude Appellant from seeking employment from other divisions within the State of Iowa or Commerce Division within the State of Iowa.
9. Appellant will author a letter of resignation to be effective on November 8, 2012. This letter will be authored within ten working days of the final execution of this agreement.
10. Appellant agrees that he is responsible for any possible ~~unemployment compensation overpayment and will indemnify~~ the State of Iowa under his obligation.
11. Both parties agree that the terms of this settlement agreement shall be kept confidential.

DATED at Des Moines, Iowa, this 18th day of December, 2012.

By:  12/18/12  
(Name and Title) (Date)

By: , Administrator  
12/18/12  
(Name and Title) (Date)

By:  12/18/12  
(Name and Title) (Date)

By:  12/18/12  
(Name and Title) (Date) DPT/LAT

By: \_\_\_\_\_  
(Name and Title) (Date)

By: \_\_\_\_\_  
(Name and Title) (Date)

## CAROL FRANK SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into, by and between the State of Iowa, Department of Administrative Services ("DAS") and Carol Frank ("Frank")(collectively the "Parties").

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose of Agreement. This Agreement shall serve as a full, final and complete settlement of any and all claims and damages contained in and related to the non-contract grievance filed by Frank on September 14, 2011, IDAS #12-018, and appealed to the Public Employment Relations Board ("PERB") on May 16, 2012, PERB No. 12-MA-07 (collectively the "Grievance" which is attached hereto as Exhibit "1").

2. Denial of Liability. This Agreement shall not in any way be construed as an admission of liability or wrongdoing whatsoever on the part of DAS or Frank.

3. Dismissal by Frank. Frank shall dismiss with prejudice the Grievance and any and all other known claims Frank may or might have against the State of Iowa arising from her prior employment. Upon completion of such, Frank shall promptly forward a copy of all such documentation to Mike Carroll, Director of Administrative Services, Hoover Building 3<sup>rd</sup> Floor, 1305 East Walnut Street, Des Moines, IA 50319.

4. Payment. After the receipt of all necessary documentation, DAS shall pay Frank a total of \$77,326.25 (which is equivalent to seventeen (17) quarters of IPERS plus \$9,635.58 in SLIP plus \$8,398.41 in additional consideration). Payment shall be made in accordance with the following schedule: 1) \$9,635.58 in SLIP and an additional \$25,000, within thirty (30) days of the execution of this Agreement, 2) \$25,000 on January 2, 2014, and 3) \$17,690.67 on January 2, 2015. Except for SLIP (which is governed by Iowa Code Section 70A.23), all payments shall be considered wages.

5. No Further Consideration. DAS and Frank acknowledge no promises for other or future consideration have been made by anyone. Frank agrees to accept and understands the consideration described in Paragraph 4 is all she shall receive in exchange for her release of all claims and potential causes of actions and suits arising from her employment at the State of Iowa.

6. Release and Discharge.

a. This Agreement shall serve as a good faith settlement and final resolution of any and all claims Frank may or might have against the State of Iowa arising from or related to her employment, and represents a full and complete settlement of any and all alleged damages arising from or related to the Grievance.

- b. In exchange for the consideration outlined in Paragraph 4, Frank, her agents, representatives, heirs, executors, administrators, and assigns, whether in an individual capacity, official capacity, or any other capacity, hereby mutually, completely and unconditionally releases, acquits and forever discharges the State of Iowa, DAS, and their officers, employees, and agents, whether in an individual capacity, official capacity, or any other capacity, from any and all claims, demands, obligations, causes of action, damages, costs, expenses and compensation of any nature whatsoever, be they direct or indirect, in law or in equity, whether known or with reasonable diligence could be known, which Frank may have had, or presently has, as of the date this agreement is executed.
- c. Additionally, the State of Iowa, DAS, and their officers, employees, and agents, whether in an individual capacity, official capacity, or any other capacity, hereby mutually, completely and unconditionally releases, acquits and forever discharges Frank from any and all claims, demands, obligations, causes of action, damages, costs, expenses and compensation of any nature whatsoever, be they direct or indirect, in law or in equity, whether known or with reasonable diligence could be known, which the State of Iowa, DAS, and their officers, employees, and agents, whether in an individual capacity, official capacity, or any other capacity, may have had, or presently has, as of the date this agreement is executed.

7. Integration. This Agreement shall constitute the only and entire understanding between the Parties concerning the Grievance and fully supersedes any and all prior agreements or understandings. Other prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the Parties relating to the Grievance and not embodied in this Agreement shall have no force and effect.

8. Amendments. No modification of this Agreement shall be valid, binding or enforceable unless made in writing and signed by the Parties.

9. Severability. The provisions of this Agreement are independent of each other, and the invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision. If any provision of this Agreement is held to be invalid, unenforceable, or contrary to public policy, whether in whole or in part, the remaining provisions shall remain valid, binding and enforceable.

10. Confidentiality. Frank and DAS shall undertake reasonable efforts to maintain the confidentiality of this Agreement, subject to Iowa law. The Parties further agree not to make communications or statements, written or oral, which disparage or damage the reputation of the other party.

11. Non-precedent Setting. The terms of this Agreement are considered by the Parties to pertain only to the specific facts involved in this matter. Neither party shall rely upon

this Agreement or cite the same as precedent in any grievance, arbitration, litigation or other proceeding in the future.

12. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and to their respective heirs, executors, administrators, successors and assigns, and other legal representatives.

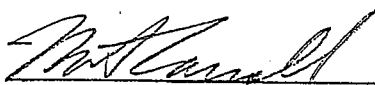
13. Fees and Costs. The Parties agree each of them shall be responsible for their own respective attorney fees and costs, including court and administrative costs, incurred as a result of the Grievances.

14. Applicable Law. This Agreement is made and entered into in the State of Iowa. The Parties approve this Agreement and all matters arising under or relating to this Agreement shall in all respects be construed, enforced and governed under the laws of the State of Iowa. The Parties also agree venue shall be exclusively in Polk County, Iowa.

~~PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. BY SIGNING THIS AGREEMENT, YOU AFFIRM YOU HAVE READ, UNDERSTAND, AND FREELY AND VOLUNTARILY ENTER INTO THIS SETTLEMENT AGREEMENT AND RELEASE.~~

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of \_\_\_ day of \_\_\_\_\_, 2012.

FOR DAS:

 3/11/13  
Mike Carroll, Director Date  
Department of Administrative Service

FOR CAROL FRANK:

 3/11/13  
Carol Frank Date

## GRIEVANCE SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into, by and between the State of Iowa, Department of Administrative Services ("DAS") and Gary L. Forshee, ("Forshee"), collectively "the Parties."

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose of Agreement. This Agreement shall serve as a full, final and complete settlement of any and all alleged issues and damages contained in and related to the non-contract reorganization/reduction in force grievance filed by Forshee on September 14, 2011, Non-Contract #NC-1209, IDAS #12-0188 and appealed to the Public Employment Relations Board ("PERB") on December 7, 2011 PERB No. 12-MA-02 ("Grievance") which allege violations of Iowa Code Chapter 8A Subchapter IV and Iowa Administrative Code Chapter 11 Subchapter 1 (Department Organization) and 60 (Separations, Disciplinary Actions and Reduction in Force).

2. Denial of Liability. This Agreement shall not in any way be construed as an admission of liability or wrongdoing whatsoever on the part of DAS.

3. Dismissal by Forshee. Forshee shall dismiss with prejudice Grievance, his Iowa Civil Rights Commission ("ICRC") Complaint CP#06-12-62776 and his United States Equal Employment Opportunity Commission ("EEOC") Complaint EEOC# 26A-2012-00885C, and any and all other claims Forshee may or might have against the State of Iowa, DAS or any subdivision thereof. Forshee shall execute the necessary documentation and take any and all steps required to dismiss all actions with prejudice. Upon completion of such, Forshee shall promptly forward a copy of all dismissal documentation to Mike Carroll, Director of Administrative Services, Hoover Building 3<sup>rd</sup> Floor, 1305 East Walnut Street, Des Moines, IA 50319.

4. Payment. Within two (2) weeks after the receipt of all necessary dismissal documentation and a fully executed Agreement, DAS shall pay Forshee in one (1) lump sum payment, the amount of fifty four thousand eighty nine dollars (\$54,089.00) less all appropriate withholdings and deductions. This lump sum payment shall be made via warrant which shall be made out to and mailed to Forshee's attorney, Nathaniel R. Boulton,, Hedberg & Boulton, P.C., 100 Court Avenue Suite 425, Des Moines, IA 50309.

5. No Further Consideration. Forshee acknowledges no promises for other or future consideration have been made by anyone. Forshee agrees to accept and understands the consideration described in Paragraph 4 is all he shall receive in exchange for the above described dismissals and his release of all claims and potential causes of actions and suits.

Forshee further agrees he has received payment for all accrued vacation and sick leave and is not entitled to any additional compensation.

of any other provision. If any provision of this Agreement is held to be invalid, unenforceable, or contrary to public policy, whether in whole or in part, the remaining provisions shall remain valid, binding and enforceable.

10. Confidentiality. Subject to Iowa law, all facts, circumstances and terms related to, arising out of and contained in this Agreement shall be confidential. DAS, Forshee and their agents, representatives, officers and employees, shall not release any information pertaining to the Grievances to any source or individual not within the immediate family of Forshee. If there is convincing evidence suggesting the release of such information, it will be considered a breach of this Agreement.

11. Non-precedent Setting. The terms of this Agreement are considered by the Parties to pertain only to the specific and unique facts involved in Grievance, Forshee's ICRC Complaint and Forshee's EEOC Complaint. Neither party shall rely upon this Agreement or cite the same as precedent in any grievance, arbitration, litigation or other proceeding in the future.

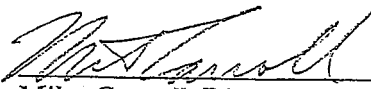
12. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and to their respective heirs, executors, administrators, successors and assigns, and other legal representatives.

13. Fees and Costs. The Parties shall be responsible for their own respective attorney fees and costs, including court and administrative costs, incurred as a result of Grievance, Forshee's ICRC Complaint and Forshee's EEOC Complaint.

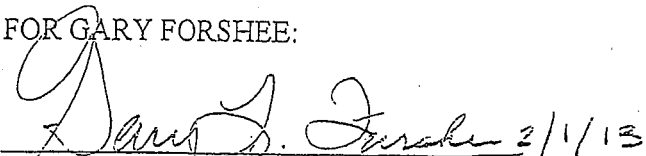
14. Applicable Law. This Agreement is made and entered into in the State of Iowa. The Parties approve this Agreement and all matters arising under or relating to this Agreement shall in all respects be construed, enforced and governed under the laws of the State of Iowa. The Parties also agree venue shall be exclusively in Polk County, Iowa.

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. BY SIGNING THIS AGREEMENT, YOU AFFIRM YOU HAVE READ, UNDERSTAND, AND FREELY AND VOLUNTARILY ENTER INTO THIS SETTLEMENT AGREEMENT AND RELEASE.**

FOR DAS:

 2/4/13  
Mike Carroll, Director Date  
Department of Administrative Service

FOR GARY FORSHEE:

 2/1/13  
Gary L. Forshee Date

STATE OF IOWA

BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD

---

Patricia A. Harmeyer, )  
Appellant, )  
and ) CASE NO. 12-MA-08  
STATE OF IOWA (Department of )  
Transportation) )  
Appellee. )

---

Settlement Agreement

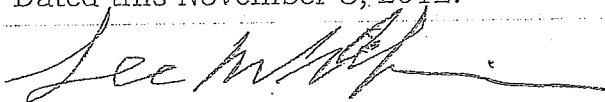
In resolution of PERB case number 12-MA-08, DAS grievance 13-0074 and DAS 13-0131, the parties agree to the following:

1. During her employment, Ms. Harmeyer will not lateral, promote, demote or apply for any position within Iowa Department of Transportation (DOT) that contains supervisory duties.
2. [REDACTED]
3. Ms. Harmeyer agrees to follow all work rules, policies and procedures.
4. DOT management agrees to remove all discipline from Ms. Harmeyer's personnel file.
5. Ms. Harmeyer will return to work in the capacity of duties that will be classified as either a Program Planner 3 or Executive Officer 1. She will be placed at the top of pay grade 29, AFSCME Pay Plan 014.
6. Ms. Harmeyer will be red-circled at her current pay grade for one year beginning November 19, 2012.
7. Ms. Harmeyer will return to work on November 19, 2012 up until that date her status continues to be paid administrative leave. She will be reporting to Motor Vehicle Division Director, Mark Lowe.
8. Ms. Harmeyer agrees to relinquish any and all claims related to this matter.

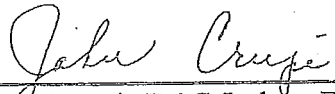
9. [REDACTED]

- [REDACTED]
10. This settlement agreement will remain confidential and be placed in Ms. Harmeyer's personnel file.
11. This settlement agreement is entered into on a non-precedent setting basis and it shall not be used in any other proceeding, except in the case where a party alleges breach of this agreement.

Dated this November 8, 2012.



Lee Wilkinson, Director of Operations and Finance



John Crupi, DAS Labor Relations



Patricia Harmeyer, Appellant



STATE OF IOWA  
AND  
AFSCME

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Iowa Department of Human Services ("State") and the American Federation of State, County and Municipal Employees Iowa Council 61 ("Union"), collectively "the Parties" enter into the following Agreement in full, final and complete resolution of the grievance filed by Diana Aranda ("Grievant") AFSCME No. 115986, DAS No. 13-0138 that alleged a violation of "Article IV, Section 9" of the 2011-2013 Collective Bargaining Agreement between the Parties and requested "all discipline removed and make whole in all matters" ("Grievance").

This settlement arose out of a situation in which Grievant was given a one (1) day suspension [REDACTED]

In full, final and complete resolution of Grievance, the Parties agree to the following:

1. Grievant shall strictly adhere to any and all Department of Human Services Work Rules and Policies, [REDACTED]
2. Union shall promptly withdraw Grievance.
3. In exchange for the above consideration, Grievant's one (1) day suspension without pay shall be removed from her personnel file on July 23, 2013 only if [REDACTED] Grievant shall also receive four (4) hours of back pay at the September 14, 2012 rate of pay.
4. Because this Agreement replaces the September 14, 2012 one (1) day suspension letter, such letter shall be removed from Grievant's personnel file.
5. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages arising from and related to Grievance.
6. Grievant and Union acknowledge no promises for any other or future consideration have been made by anyone. The above consideration is all that Grievant shall receive for the claims and potential causes of action alleged in, related to, and/or arising from Grievance.

7. This Agreement shall constitute the only and entire understanding between the Parties concerning Grievance and fully supersedes any and all prior agreements or understandings. Other prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the Parties relating to Grievance; and not embodied in this Agreement, shall have no force and effect.
8. No modification of this Agreement shall be valid, binding or enforceable unless made in writing and signed by the Parties.
9. All facts, circumstances and terms related to and contained in this Agreement shall be confidential. Union and Grievant as well as their agents, representatives, officers and employees, shall not release any information pertaining to Grievance. If there is convincing evidence suggesting a release of such information, it shall be a breach of this Agreement. However, this paragraph shall not interfere with State's and/or Management's right to reference and/or introduce this Agreement in future discipline matters involving Grievant.
10. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in Grievance. The Parties shall not rely on this Agreement or cite the same as precedent in any grievance, arbitration, litigation or any other future proceeding(s).

FOR THE STATE:

FOR THE UNION:

Laura Mommers 2/25/13  
 Laura Mommers Date  
 Labor Relations Specialist  
 Dept. of Admin. Services

Matt Butler 1-31-2013  
 Matt Butler Date  
 Union Representative,  
 AFSCME Iowa Council 61

Della Calhoun 2-22-13  
 Della Calhoun Date  
 RN Supervisor II

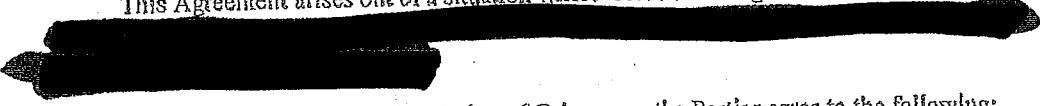
Diana Araujo 2-18-13  
 Diana Araujo Date  
 Grievant

## SETTLEMENT AGREEMENT

### ETHAN TUTTLE GRIEVANCE

The State of Iowa, Department of Administrative Services, Department of Transportation ("State"), the American Federation of State, County and Municipal Employees Iowa Council 61 ("Union"), and Ethan Tuttle ("Grievant"), collectively "the Parties," enter into the following Settlement Agreement ("Agreement") in full, final and complete resolution of the grievance AFSCME No. 112840 / DAS 13-0200 ("Grievance"). Grievance alleged a violation of Article IV, Section 9 of the 2011-2013 Collective Bargaining Agreement between the Parties.

This Agreement arises out of a situation where Grievant was given a written reprimand



In full, final and complete resolution of Grievance, the Parties agree to the following:

1. Union shall promptly withdraw Grievance and shall send copies of the withdrawal to the undersigned State representatives.
2. In exchange for the consideration listed in Paragraph 1 and after all below signatures are obtained, Grievant's written reprimand dated September 7, 2012 shall be removed from his personnel file.
3. This Agreement shall serve as a good faith settlement of any and all alleged claims and damages alleged in, related to, and/or arising from Grievance.
4. Subject to Iowa law, all facts, circumstances and terms related to and contained in this Agreement shall be confidential. Union and Grievant as well as their agents, representatives, officers and employees, shall not release any information pertaining to Grievance. If there is convincing evidence suggesting a release of such information, it shall be a breach of this Agreement.

5. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in Grievance. The Parties shall not rely on this Agreement or cite the same as an example, standard and/or precedent in any grievance, arbitration, litigation or any other future proceeding(s).

FOR THE STATE:

FOR THE UNION:

Laura Mommsen 5/14/13  
Date  
Laura Mommsen  
Labor Relations Specialist  
Dept. of Admin Services

Steve Siegel 4-28-13  
Date  
Steve Siegel  
Union Representative  
AFSCME Iowa Council 61

Linda Anderson 5-13-13  
Date  
Linda Anderson  
Employee Relations Team Leader  
Department of Transportation

Ethan Tuttle 5/6/13  
Date  
Ethan Tuttle  
Grievant

## SETTLEMENT AGREEMENT

### LARRY OPAL GRIEVANCE

The State of Iowa, Department of Administrative Services, Clarinda Correctional Facility ("State"), the American Federation of State, County and Municipal Employees Iowa Council 61 ("Union"), and Larry Opal ("Grievant"), collectively "the Parties," enter into the following Settlement Agreement ("Agreement") in full, final and complete resolution of the grievance AFSCME No. 115126 / DAS 13-0373 ("Grievance"). Grievance alleged a violation of "Article IV, Section IX and Article XI, Section I and all that may apply" of the 2011-2013 Collective Bargaining Agreement between the Parties.

This Agreement arises out of a situation where Grievant was given a ten (10) day suspension [REDACTED]

In full, final and complete resolution of Grievance, the Parties agree to the following:

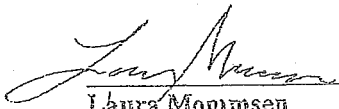
1. Grievant shall strictly adhere to all Department of Corrections/Clarinda Correctional Facility Work Rules and Policies, [REDACTED]

2. Union shall promptly withdraw Grievance and shall send copies of the withdrawal to the undersigned Clarinda Correctional Facility and Department of Administrative Services representatives.
3. In exchange for the consideration listed in Paragraphs 1-2 and after all below signatures are obtained [REDACTED] attached to Grievant's ten (10) day suspension without pay and final warning, shall be removed [REDACTED] Grievant's personnel file shall still contain a ten (10) day suspension without pay.
4. This Agreement replaces the February 26, 2013 suspension letter; therefore, such letter shall be removed from Grievant's personnel file.
5. This Agreement shall serve as a good faith settlement of any and all alleged issues and damages alleged in, related to, and/or arising from Grievance.

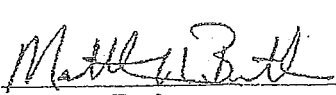
6. Subject to Iowa law, all facts, circumstances and terms related to and contained in this Agreement shall be confidential. Union and Grievant as well as their agents, representatives, officers and employees, shall not release any information pertaining to Grievance. If there is convincing evidence suggesting a release of such information, it shall be a breach of this Agreement. However, this paragraph shall not interfere with State's and/or Management's right to reference and/or introduce this Agreement in future discipline matters involving Grievant.
7. The terms of this Agreement shall be considered to solely pertain to the specific and unique facts involved in Grievance. The Parties shall not rely on this Agreement or cite the same as an example, standard and/or precedent in any grievance, arbitration, litigation or any other future proceeding(s).

FOR THE STATE:


FOR THE UNION:

  
Laura Mommsen  
Labor Relations Specialist  
Dept. of Admin Services

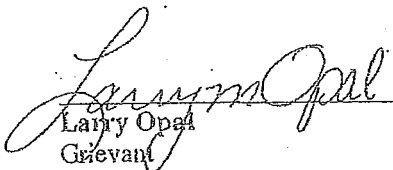
4/25/13  
Date

  
Matthew Butler  
Union Representative  
AFSCME Iowa Council 61

4/12/2013  
Date

  
Steve Jenkins  
Deputy Superintendent  
Clarinda Correctional Facility

4-17-2013  
Date

  
Larry Opel  
Grievant

4-18-2013  
Date

STATE OF IOWA  
AND  
AFSCME COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise, and the Department of Human Resources/Glenwood Resource Center), hereinafter the State, and AFSCME Council 61, hereinafter the Union, (collectively the Parties) enter into the following Agreement in full and final resolution of the grievance filed by Ryan Woods, hereinafter Grievant, (AFSCME No. 117756/DAS No. 12-0878) that alleged a violation of Article IV, Section 9, of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was discharged from employment on or about May 31, 2012. In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The termination will be removed from Grievant's personnel file upon receipt of a written voluntary resignation from Grievant.
2. Grievant will receive the sum of Twenty Two Thousand and 00/100 Dollars (\$22,000.00), less required deductions, in consideration for withdrawal of the pending grievance.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
4. Grievant will not be eligible for any future employment with the Department of Human Services or any of its related agencies.
5. The parties agree this settlement will remain confidential to the extent allowed by Iowa law. Grievant may, however, discuss the terms and conditions of this Agreement with tax or legal advisors.
6. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance. Grievant, his heirs, executors, administrators, successors and assigns, waive any and all claims, demands, actions, liability, damages, or rights and causes of action of any kind, whether known or unknown, foreseen or unforeseen, against the State of Iowa, its current or former officers, employees and agents arising out of or resulting from the State of Iowa's employment relationship with the Grievant. These claims include, but are not limited to, all claims, damages, liabilities and causes of action at law or equity, whether known or unknown, which the Grievant has, had, or claims to have against the State of Iowa or its employees, in their personal or official capacity, with respect to any demands, claims, damages, liabilities and causes of action at law or equity based upon or directly or indirectly arising out of his employment relationship.
7. 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 grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

Neil Barrick 6/5/13  
Neil Barrick Date  
Labor Relations Specialist-DAS

FOR THE UNION

Matt Butler 6/3/2013  
Matt Butler Date  
AFSCME Council 61

APM [Signature] 6/7/13  
Date  
Department of Human Services

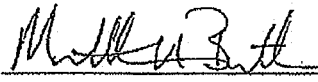
Ryan Woods 6/3/2013  
Ryan Woods Date  
Grievant



ATTACHMENT TO  
SETTLEMENT AGREEMENT  
FOR  
RYAN WOODS

This attachment shall be incorporated/attached to the original Settlement Agreement executed by Ryan Woods on June 3, 2013, and is done so by the Union Representative assigned as the representative of Mr. Woods involved in the resolution of the underlying dispute. The following is approved and shall be incorporated into the original settlement agreement:

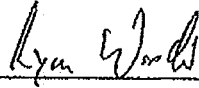
All payments identified in the settlement agreement signed by Ryan Woods on June 3, 2013 shall be paid as lump sum wages not subject to retirement.

 6/4/2013

Matt Butler  
AFSCME Council 61

Date

I, Ryan Woods, hereby resign my position at the Glenwood Resource Center effective immediately.

A handwritten signature in cursive script that reads "Ryan Woods". The signature is written in black ink and is positioned above a horizontal line.

Ryan Woods

STATE OF IOWA  
AND  
AFSCME COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise, and the Department of Human Resources/Glenwood Resource Center), hereinafter the State, and AFSCME Council 61, hereinafter the Union, (collectively the Parties) enter into the following Agreement in full and final resolution of the grievance filed by Forrest King, hereinafter Grievant, (AFSCME No. 118163/DAS No. 12-0879) that alleged a violation of Article IV, Section 9, of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was discharged from employment on or about May 31, 2012. In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The termination will be removed from Grievant's personnel file upon receipt of a written voluntary resignation from Grievant.
2. Grievant will receive the sum of Five Thousand and 00/100 Dollars (\$5,000.00), less required deductions, in consideration for withdrawal of the pending grievance.
3. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
4. Grievant will not be eligible for any future employment with the Department of Human Services or any of its related agencies.
5. The parties agree this settlement will remain confidential to the extent allowed by Iowa law. Grievant may, however, discuss the terms and conditions of this Agreement with tax or legal advisors.
6. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance. Grievant, his heirs, executors, administrators, successors and assigns, waive any and all claims, demands, actions, liability, damages, or rights and causes of action of any kind, whether known or unknown, foreseen or unforeseen, against the State of Iowa, its current or former officers, employees and agents arising out of or resulting from the State of Iowa's employment relationship with the Grievant. These claims include, but are not limited to, all claims, damages, liabilities and causes of action at law or equity, whether known or unknown, which the Grievant has, had, or claims to have against the State of Iowa or its employees, in their personal or official capacity, with respect to any demands, claims, damages, liabilities and causes of action at law or equity based upon or directly or indirectly arising out of his employment relationship.
7. 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 grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

Neil A. Barrick 6/5/13  
Neil Barrick Date  
Labor Relations Specialist-DAS

FOR THE UNION

Matt Butler 6/3/2013  
Matt Butler Date  
AFSCME Council 61

AM Newhouse 6/7/13  
Date  
Department of Human Services

Forrest King 3 Jun 13  
Forrest King Date  
Grlevant

ATTACHMENT TO  
SETTLEMENT AGREEMENT  
FOR  
FORREST KING

This attachment shall be incorporated/attached to the original Settlement Agreement executed by Forrest King on June 3, 2013, and is done so by the Union Representative assigned as the representative of Mr. King involved in the resolution of the underlying dispute. The following is approved and shall be incorporated into the original settlement agreement:

All payments identified in the settlement agreement signed by Forrest King on June 3, 2013 shall be paid as lump sum wages not subject to retirement.

Matt Butler 6/4/2013

Matt Butler  
AFSCME Council 61

Date

I, Forrest King, hereby resign my position at the Glenwood Resource Center effective immediately.

A handwritten signature in cursive script that reads "Forrest King". The signature is written over a solid horizontal line.

Forrest King

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

SETTLEMENT AGREEMENT

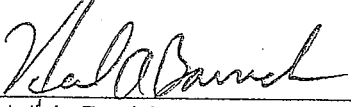
The State of Iowa, Department of Administrative Services and the Iowa Veterans Home (IVH) hereinafter the State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Bobette Cross, hereinafter Grievant, AFSCME No. 123557/DAS No. 13-0413, that alleged a violation of Article IV, Section 9 (Discipline and Discharge of the 2011-2013 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was terminated from employment on March 10, 2013.

The parties have agreed to the following:

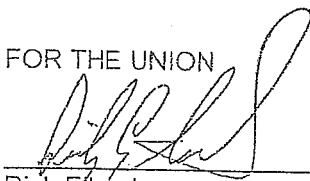
1. The Grievant shall be allowed to submit a letter of resignation on or before November 1, 2013.
2. The resignation will be considered effective as of March 10, 2013, and references to termination will be removed from Cross' personnel file.
3. Cross will not be eligible for future employment with IVH.
4. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
5. This agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
6. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter and will be kept confidential to the extent allowable by Iowa law. Neither party shall rely on this agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.

FOR THE STATE

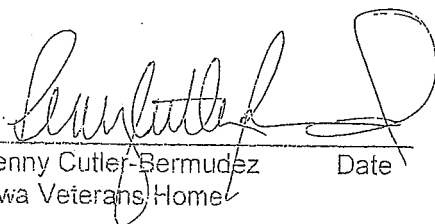
  
Neil A. Barrick  
Labor Relations Specialist  
DAS

11/6/13  
Date

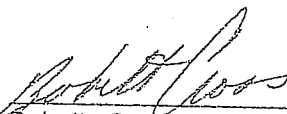
FOR THE UNION

  
Rick Elander  
Staff Representative  
AFSCME Iowa Council 61

10-30-13  
Date

  
Penny Cutler-Bermudez  
Iowa Veterans Home

Date

  
Bobette Cross  
Grievant

10-28-13  
Date