

PARRISH KRUIDENIER DUNN BOLES
GRIBBLE GENTRY & FISHER L.L.P.
LAWYERS

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MARGARET R. STUART
BRANDON BROWN
BENJAMIN D. BERGMANN
ADAM C. WITOSKY

LUKE M. DESMET
BENJAMIN D. MATCHAN
—
ROBERT P. MONTGOMERY
ERIC KENYATTA PARRISH
OF COUNSEL
—
ELIZABETH KRUIDENIER
(1926-2011)

April 8, 2014

VIA E-MAIL & US MAIL: janet.petersen@legis.iowa.gov
kevin.koester@legis.iowa.gov

Senate House Oversight Committee
Attn.: Janet Petersen
State Capital Building
Des Moines, IA 50319

Senate House Oversight Committee
Attn.: Kevin Koester
State Capital Building
Des Moines, IA 50319

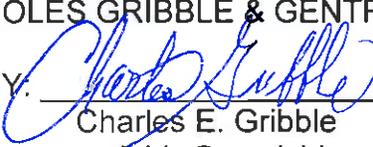
Re: Carol Frank

Dear Ms. Petersen and Mr. Koester:

Our client, Carol Frank, has requested and authorized us to release the enclosed settlement documents to you and the press.

Sincerely,

PARRISH KRUIDENIER DUNN
BOLES GRIBBLE & GENTRY L.L.P.

BY: 

Charles E. Gribble
cgribble@parrishlaw.com

CEG/ss

Enclosure: E-mails with attachments

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Page 1	Internal Contemporaneous Memo reflecting agreement reached between Ms. Frank and State for sum of \$70,826.25
Pages 2-4	Draft Settlement Agreement prepared by DAS reflecting settlement amount of \$70,826.25 but adding in Paragraph 10, a limited confidentiality provision "subject to Iowa law"
Pages 5-8	February 27, 2013 email to DAS counsel stating "Our other issue is the confidentiality provision in paragraph 10. As no confidentiality provision was requested or discussed during our mediation, we do not believe it should be included in the agreement. Please however give us a call if you would like to make an offer on this matter and we will expeditiously contact our client."
Pages 9-11	March 6, 2013 email from DAS counsel indicating "I am agreeable to the changes you propose and offer \$6,500 for additional term."
Page 12	March 7, 2013 email to DAS counsel. "Ms. Frank accepts your offer to add the confidentiality provision for payment of an additional \$6,500. Please send us a revised agreement and we will begin getting signatures."
Pages 13-15	DAS counsel's response: "Excellent. Will do."
Pages 15-27	Revised Agreement reflecting an increase of \$6,500 to settlement totaling \$77,326.25

To: Charles Gribble, File
From: Luke DeSmet
Date: 2-23-13
Re: Carol Frank-Mediation and Settlement

On February 22, 2013 we mediated Ms. Frank's claim against the State of Iowa and the Department of Administrative Services. We reached an agreement for the State to pay Ms. Frank to resolve the case.

In settlement, Ms. Frank agreed to accept the State's offer to pay:

\$25,000.00 in case immediately

\$9,635.58 to be contributed to a SLIP account for Ms. Frank immediately

\$25,000.00 to be paid in January 2014

\$11,190.67 to be paid in January 2015

\$70,826.25 total

We participated in a dual mediation with Dean Ibsen and his counsel Jeff Krausman and Ted Craig. Dean settled for the same total amount but to be paid out in a different fashion.

Ryan Lamb indicated that he would draft settlement agreements and provide them to us.

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 3rd 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 \$70,826.25 (which is equivalent to seventeen (17) quarters of IPERS plus \$9,635.58 in SLIP plus \$1,898.41). 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) \$11,190.67 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 he 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 unknown, which Frank may have had, presently has, or may have in the future.
- 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 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 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

Luke DeSmet

From: Luke DeSmet
Sent: Wednesday, February 27, 2013 2:49 PM
To: Lamb, T. Ryan [DAS] (Ryan.Lamb@iowa.gov)
Cc: Charles Gribble; Wendi Hart
Subject: Carol Frank Settlement

Ryan,

Charlie and I have had a chance to look over the settlement agreement and we have a couple of concerns. The first has to do with the release language in paragraphs 6b and 6c. We have some concerns about release claims that Ms. Frank couldn't be aware of or that may arise in the future. We would propose the following changes:

- 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 ~~unknown~~ with reasonable diligence could be known, which Frank may have had, or presently has, as of the date this agreement is executed ~~or may have in the future~~.
- 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 ~~unknown~~ 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 ~~or may have in the future~~.

Our other issue is the confidentiality provision in paragraph 10. As no confidentiality provision was requested or discussed during our mediation, we do not believe it should be included in the agreement. Please however give us a call if you would like to make an offer on this matter, and we will expeditiously contact our client.

Luke DeSmet
Attorney at Law
Parrish Kruidenier Dunn Boles
Gribble Parrish Gentry and Fisher, L.L.P.
2910 Grand Avenue
Des Moines, Iowa 50312
(515) 284-5737
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Luke DeSmet

From: Lamb, T. Ryan [DAS] <Ryan.Lamb@iowa.gov>
Sent: Wednesday, February 27, 2013 3:56 PM
To: Luke DeSmet
Cc: Charles Gribble; Wendi Hart
Subject: RE: Carol Frank Settlement

The proposed changes are accepted. I am calling you now.

From: Luke DeSmet [<mailto:ldesmit@ParrishLaw.com>]
Sent: Wednesday, February 27, 2013 2:49 PM
To: Lamb, T. Ryan [DAS]
Cc: Charles Gribble; Wendi Hart
Subject: Carol Frank Settlement

Ryan,

Charlie and I have had a chance to look over the settlement agreement and we have a couple of concerns. The first has to do with the release language in paragraphs 6b and 6c. We have some concerns about release claims that Ms. Frank couldn't be aware of or that may arise in the future. We would propose the following changes:

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- 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 ~~unknown~~ 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 ~~or may have in the future~~.

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Luke DeSmet
Attorney at Law
Parrish Kruidenier Dunn Boles

Gribbie Parrish Gentry and Fisher, L.L.P.

2910 Grand Avenue

Des Moines, Iowa 50312

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Luke DeSmet

From: Lamb, T. Ryan [DAS] <Ryan.Lamb@iowa.gov>
Sent: Wednesday, March 06, 2013 9:25 AM
To: Luke DeSmet
Subject: \$6500

T. Ryan Lamb
DAS General Counsel
Office: 515-725-2205
State Cell: 515-783-6780

Luke DeSmet

From: Luke DeSmet
Sent: Wednesday, March 06, 2013 9:26 AM
To: Charles Gribble
Subject: FW: \$6500

-----Original Message-----

From: Lamb, T. Ryan [DAS] [<mailto:Ryan.Lamb@iowa.gov>]
Sent: Wednesday, March 06, 2013 9:25 AM
To: Luke DeSmet
Subject: \$6500

T. Ryan Lamb
DAS General Counsel
Office: 515-725-2205
State Cell: 515-783-6780

Luke DeSmet

From: Lamb, T. Ryan [DAS] <Ryan.Lamb@iowa.gov>
Sent: Wednesday, March 06, 2013 11:32 AM
To: Luke DeSmet; Charles Gribble
Subject: Frank

I am agreeable to changes you propose and offer \$6500 for additional term.

T. Ryan Lamb
DAS General Counsel
Office: 515-725-2205
State Cell: 515-783-6780

Luke DeSmet

From: Luke DeSmet
Sent: Thursday, March 07, 2013 2:12 PM
To: 'Lamb, T. Ryan [DAS]'; Charles Gribble
Subject: RE: Status?

Ryan,

Ms. Frank accepts your offer to add the confidentiality provision for payment of an additional \$6,500. Please send us a revised agreement and we will begin getting signatures.

Luke DeSmet
Attorney at Law
Parrish Kruidenier Dunn Boles
Gribble Parrish Gentry and Fisher, L.L.P.
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-----Original Message-----

From: Lamb, T. Ryan [DAS] [<mailto:Ryan.Lamb@iowa.gov>]
Sent: Thursday, March 07, 2013 11:07 AM
To: Luke DeSmet; Charles Gribble
Subject: Status?

T. Ryan Lamb
DAS General Counsel
Office: 515-725-2205
State Cell: 515-783-6780

Luke DeSmet

From: Lamb, T. Ryan [DAS] <Ryan.Lamb@iowa.gov>
Sent: Thursday, March 07, 2013 2:42 PM
To: Luke DeSmet
Cc: Charles Gribble
Subject: Re: Status?

Excellent. Will do.

T. Ryan Lamb
General Counsel
Iowa Department of Administrative Services
Office: 515-725-2205
Cell: 515-783-6780

On Mar 7, 2013, at 12:13 PM, "Luke DeSmet" <ldesmit@ParrishLaw.com> wrote:

> Ryan,
>
> Ms. Frank accepts your offer to add the confidentiality provision for payment of an additional \$6,500. Please send us a revised agreement and we will begin getting signatures.
>
> Luke DeSmet
> Attorney at Law
> Parrish Kruidenier Dunn Boles
> Gribble Parrish Gentry and Fisher, L.L.P.
> 2910 Grand Avenue
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>
>
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> -----Original Message-----
> From: Lamb, T. Ryan [DAS] [<mailto:Ryan.Lamb@iowa.gov>]
> Sent: Thursday, March 07, 2013 11:07 AM
> To: Luke DeSmet; Charles Gribble
> Subject: Status?

- >
- >
- >
- > T. Ryan Lamb
- > DAS General Counsel
- > Office: 515-725-2205
- > State Cell: 515-783-6780
- >

Luke DeSmet

From: Lamb, T. Ryan [DAS] <Ryan.Lamb@iowa.gov>
Sent: Friday, March 08, 2013 10:43 AM
To: Charles Gribble; Wendi Hart
Cc: Luke DeSmet
Subject: Settlement Agreement
Attachments: Carol Frank Settlement Agreement 3.8.13.docx

>

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").

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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 3rd 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 he 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.

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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.

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- 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.

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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

Luke DeSmet

From: Luke DeSmet
Sent: Monday, March 11, 2013 3:13 PM
To: Lamb, T. Ryan [DAS] (Ryan.Lamb@iowa.gov)
Cc: Charles Gribble; 'Diana.Machir@iowa.gov'; Wendi Hart
Subject: Frank v. State-Settlement Agreement
Attachments: SKMBT_C35313031113200.pdf

Ryan,

Attached is a copy of the settlement agreement signed by Ms. Frank. Please send us a fully executed version when it is ready. Thank you.

Luke DeSmet
Attorney at Law
Parrish Kruidenier Dunn Boles
Gribble Parrish Gentry and Fisher, L.L.P.
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 - 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

Luke DeSmet

From: Lamb, T. Ryan [DAS] <Ryan.Lamb@iowa.gov>
Sent: Monday, March 11, 2013 3:25 PM
To: Luke DeSmet
Cc: Charles Gribble; Machir, Diana [PERB]; Wendi Hart
Subject: Re: Frank v. State-Settlement Agreement

Thanks. Will do.

T. Ryan Lamb
DAS General Counsel
Office: 515-725-2205
State Cell: 515-783-6780

On Mar 11, 2013, at 3:14 PM, "Luke DeSmet" <ldesmit@ParrishLaw.com<<mailto:ldesmit@ParrishLaw.com>>> wrote:

Ryan,

Attached is a copy of the settlement agreement signed by Ms. Frank. Please send us a fully executed version when it is ready. Thank you.

Luke DeSmet
Attorney at Law
Parrish Kruidenier Dunn Boles
Gribble Parrish Gentry and Fisher, L.L.P.
2910 Grand Avenue
Des Moines, Iowa 50312
(515) 284-5737
(515) 284-1704 (FAX)

<http://www.parrishlaw.com><<http://www.parrishlaw.com>> <http://www.bankruptcyforiowans.com/>
<image001.jpg>

CONFIDENTIALITY NOTICE: This e-mail, and any attachments, contains information that is, or may be, covered by the Electronic Communications Privacy Act, 18 USC 2510-2521. It is also protected by Attorney-Client and Work Product Privileges. If you are not the intended recipient, please be advised that you are legally prohibited from retaining, using, copying, distributing or otherwise disclosing this information in any manner. Instead, please reply to the sender that you have received this communication in error, and then immediately delete it. Thank you for your cooperation.

DISCLOSURE: To ensure compliance with requirements imposed by IRS Circular 230, we inform you that any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

<SKMBT_C35313031113200.pdf>

Luke DeSmet

From: Lamb, T. Ryan [DAS] <Ryan.Lamb@iowa.gov>
Sent: Monday, March 11, 2013 3:39 PM
To: Luke DeSmet; Charles Gribble; Machir, Diana [PERB]
Subject: Fwd: Send data from MFP07438136 03/11/2013 15:28
Attachments: DOC031113-03112013152809.pdf; ATT00001.htm

T. Ryan Lamb
DAS General Counsel
Office: 515-725-2205
State Cell: 515-783-6780

Begin forwarded message:

From: DAS Finance Copier <dasfinancecopier@iowa.gov<mailto:dasfinancecopier@iowa.gov>>
Date: March 11, 2013 3:28:16 PM CDT
To: "Lamb, T. Ryan [DAS]" <Ryan.Lamb@iowa.gov<mailto:Ryan.Lamb@iowa.gov>>
Subject: Send data from MFP07438136 03/11/2013 15:28

Scanned from MFP07438136

Date: 03/11/2013 15:28
Pages: 3
Resolution: 200x200 DPI

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 3rd 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 he 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.

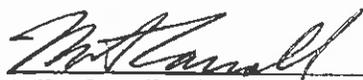
13. Fees and Costs. The Parties agree each of them shall be responsible for their own respective attorney fees and costs, including court and administrative costs, incurred as a result of the Grievances.

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.

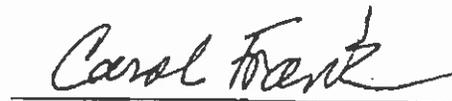
PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. BY SIGNING THIS AGREEMENT, YOU AFFIRM YOU HAVE READ, UNDERSTAND, AND FREELY AND VOLUNTARILY ENTER INTO THIS SETTLEMENT AGREEMENT AND RELEASE.

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