

**HUMAN RESOURCES DEPARTMENT**

600 West Fourth Street  
Davenport, Iowa 52801-1030

Ph: (563) 326-8767 Fax: (563) 328-3285  
HR@scottcountyiowa.com



---

Date: February 16, 2021  
To: Board of Supervisors  
From: Mary J. Thee, Human Resources Director/Asst. County Administrator  
Subject: Settlement - Juanita Bea

Ms. Bea is a former employee who's employment was terminated on October 24, 2019. Her case was scheduled to go to arbitration February 10, 2021. The case had been continued several times due to the Covid-19 pandemic. The parties have agreed to a settlement of \$20,000. There is no admission of wrong doing, but at acknowledgment that the cost of litigating the claim effectively equals the settlement. The County has been represented by Aaron Hilligas, Ahlers & Cooney P.C.

The settlement documents are attached hereto.

Cc: Rob Cusack, Corporate Counsel  
Rhonda Oostenryk, Risk Manager  
Wes Rostenbach, Auditor's Office

## **SEPARATION AGREEMENT AND RELEASE**

This Separation Agreement and Release is between the Scott County, Iowa ("County"), AFSCME Local 606 ("AFSCME"), and Juanita Bea ("Bea").

### **RECITALS**

The County employed Bea as a clerk in the County's recorder office and the parties desire to end their relationship and fully and finally settle all issues arising out of Bea's employment without the necessity of any further administrative or legal action; and

The County desires to provide and Bea desires to receive certain separation and other benefits in exchange for Bea's release of any and all claims against the County arising out of Bea's employment with the County and her pending grievance against the County (PERB Grievance No. 20-GA-017).

### **AGREEMENT**

In consideration of the promises and the terms and conditions set forth in this Separation Agreement and Release, Bea, AFSCME, and the County stipulate and agree as follows:

1. **Resignation.** By entering into this Agreement, Bea resigns from employment with the County with an effective date of October 24, 2019.
2. **No future employment with the County.** Bea agrees that she will not apply for employment with the County in the future.
3. **Compensation.** In return for Bea's agreement to this release and fulfilling the terms of this agreement, the County agrees to pay Bea \$10,000.00 (ten thousand dollars), less required payroll withholdings, as severance pay. The County agrees to pay Bea a second lump sum amount of 10,000.00 (ten thousand dollars) as a non-wage payment. The two payments detailed in this paragraph will be provided to Bea by separate checks following the exhaustion of the seven (7) day revocation period applicable to this Agreement.

The County makes no representation as to the taxability of the amounts paid to Bea. Bea agrees to pay all applicable taxes, if any, that may be assessed in connection with payments specified in this Agreement. Moreover, Bea agrees to indemnify the County and hold it harmless from any interest, taxes or penalties assessed against it by any governmental agency as a result of Bea's non-payment of taxes on any amounts paid to Bea under the terms of this agreement.

4. **Arbitration dispute.** In return for compensation as set forth in paragraph 3 and other consideration as set forth herein, Bea and AFSCME agree to withdraw its grievance and request for arbitration in PERB Grievance Number 20-GA-017, which is currently scheduled to be considered by arbitrator Curtis Behrens on February 10, 2021. Said withdrawal shall be no later than two (2) days following the parties' execution of this agreement. The County and AFSCME agree to each pay one-half (1/2) of the cancellation fees charged by Arbitrator Curtiss Behrens Cox related to this withdrawal.
5. **Reference.** If contacted by prospective employers, the County will respond by setting forth only Bea's dates of employment, last position, salary information, and noting she resigned from employment with the County. The County will not provide orally or in writing any



additional information or respond to any additional questions unless required by state or federal law. All prospective employers will be referred to the County's Director of Human Resources in order to assure compliance with this provision.

6. **Full satisfaction of wage and benefit claims.** Bea agrees that the terms of this Agreement constitute a comprehensive financial settlement and complete satisfaction for all claims of wages, compensation, or employment benefits against the County including, but not limited to, claims for vacation, holidays, sick leave, personal days, comp time, insurance benefits, retirement benefits, and employee compensation.
7. **Full and comprehensive release.** In consideration of the above terms, Bea, and any person acting by or through Bea, as of the date of this agreement, hereby releases and discharges the County, the members of the County Board of Supervisors, and any and all officers, employees, representatives or agents of the County from any and all liability whatsoever including all claims, demands, or causes of action, known or unknown, arising in any manner whatsoever, or in any way related to Bea's employment with the County, including, but not limited to, claims arising under Iowa Code Chapter 400; the Age Discrimination in Employment Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act as amended; the Family Medical Leave Act; the Iowa Civil Rights Act; and any other federal or state common law or statutory claims for wrongful termination, wage claims of any nature (including without limitation any claims for earned wages, vacation pay, sick pay or bonus pay); expenses owed, tort, breach of contract, defamation, retaliation, and any other law, order or regulation pertaining to employment or discrimination in employment, and agrees not to institute any actions, demands, claims or suits in state or federal court, or with any state, federal or local government agency, or with any administrative or advisory agency for any purpose related in any way to Bea's employment with the County, Bea's separation from the County, any management decision, work assignment or other employment action pertaining to Bea arising out of or relating in any way to Bea's employment with the County.

Bea acknowledges that the payments and actions set forth above in this Agreement are expressly conditioned upon her execution of and compliance with this Agreement. Further, by signing this Agreement, Bea affirms that she has made no claim against the County to any state, federal or local government agency, or any administrative or advisory agency. Finally, this Agreement precludes Bea's right to monetary recovery should the Department of Labor, the Equal Employment Opportunity Commission, or any other state or local civil rights or wage/hour agency pursue any claim on Bea's behalf.

**Bea acknowledges and agrees that the release contained herein constitutes an essential and material term of this Agreement and without the release, no agreement would have been reached by the parties.**

8. **ADEA Release.** In consideration of the above terms, Bea specifically waives any claims she has or may have under the Age Discrimination in Employment Act or 1967, the Older Workers Benefit Protection Act, and any successor thereto, or any similar law. Accordingly, Bea has up to twenty-one (21) days from the date presented to consider and accept the terms of this Agreement by executing it below and returning the original executed document to the County's Director of Human Resources. However, Bea may execute the Agreement prior to the conclusion of the consideration period. This offer is revoked and nothing shall be paid if the Separation Agreement and Release is not accepted



within twenty-one (21) days following the presentation of this offer.

9. **Revocation period.** Bea understands that she shall have a period of seven (7) days after signing this Agreement to revoke the Agreement, and that the Agreement shall not become effective until after this time period has passed. Such revocation shall be provided in writing to the County's Director of Human Resources before the end of the seventh day. So long as Bea timely signs and submits the executed original of this Agreement, as provided above, and does not timely revoke the Agreement, it will become effective and enforceable at the conclusion of the Revocation Period.

Bea understands that if she revokes this Agreement, all the County's obligations to Bea will immediately cease, and the County will owe Bea nothing under this Agreement. The County has no obligation to perform the obligations under this Agreement until the revocation period has passed.

10. **No admission of liability.** This Agreement is executed as a compromise settlement of a disputed claim, liability and/or wrongdoing for which is expressly denied by the Parties released, and the obligations set forth in this Agreement do not constitute an admission of liability on the part of any person or entity.
11. **Iowa law.** This Agreement shall be construed and governed by the laws of the State of Iowa. If any term, condition or provision of this Agreement shall be declared, to any extent, invalid or unenforceable, the remainder of the Agreement, other than the term, condition or provision held invalid or unenforceable, shall not be affected and shall be considered in full force and effect and shall be valid and enforced to the fullest extent permitted by law.
12. **Complete agreement.** The parties acknowledge that this Agreement sets forth the entire agreement between Bea, AFSCME, and the County, and that it completely supersedes any prior agreements or understandings between the parties regarding Bea's separation from employment with the County. This is a complete settlement and Bea acknowledges and agrees that she will not receive any other wages or benefits or other consideration from the County at any time except as set forth herein.
13. **Voluntary agreement.** Bea agrees that she had the right and opportunity to be represented by counsel of her own choosing in the negotiations for and preparation of this Agreement, that she is not relying upon any representations that may have been made by the County or any of its employees or representatives not set out herein, that she has read this Agreement, that she is fully aware of its contents and of its legal effect, and that she freely and voluntarily enters into this Agreement.
14. **Board of Supervisors Approval.** The parties understand the terms of this agreement are conditioned upon the approval of the Scott County Board of Supervisors. The parties are not obligated to perform the obligations of this agreement if the terms are not approved by the Board.

**I HAVE READ AND FULLY UNDERSTAND EACH AND EVERY PROVISION OF THIS AGREEMENT AND ACCEPT AND AGREE TO ALL OF THEM.**

Scott County, Iowa

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mary Thee, Human Resources Director

**I HAVE READ AND FULLY UNDERSTAND EACH AND EVERY PROVISION OF THIS AGREEMENT AND ACCEPT AND AGREE TO ALL OF THEM.**

Employee:

By: Juanita Bea Date: 2/9/21  
Juanita Bea

**I HAVE READ AND FULLY UNDERSTAND EACH AND EVERY PROVISION OF THIS AGREEMENT AND ACCEPT AND AGREE TO ALL OF THEM.**

AFSCME Union Representative

By: Earlene Anderson Date: 2/9/2021  
Earlene Anderson, AFSCME Council 61

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES  
THAT THIS RESOLUTION HAS BEEN FORMALLY  
APPROVED BY THE BOARD OF SUPERVISORS ON

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SCOTT COUNTY AUDITOR

## R E S O L U T I O N

### SCOTT COUNTY BOARD OF SUPERVISORS

February 18, 2021

APPROVING SETTLEMENT WITH JUANITA BEA FOR THE AMOUNT OF \$20,000

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. Authorizing the County Attorney, along with outside counsel, to settle the dispute with Juanita Bea in the amount of twenty thousand dollars (\$20,000) and authorizing the Risk Manager and Human Resources Director to coordinate and execute the necessary paperwork to resolve the claim.

Section 2. This resolution shall take effect immediately.