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Jim Undermyer, PhD, Ottumwa

Mark J. Braun, Executive Director

### Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. **After signing, please return to the attention of BOR - General Counsel.** If "denied," please return to BOR - General Counsel.

In the matter of: Montserrat Fuentes and the University of Iowa

Institutional Staff: Cheryl Reardon

#### Office of the Attorney General

Reviewed by (Print Name):

Kayla Burchiser Reynolds

Reviewer's Signature:

Kayla Burchiser Reynolds

Date: 7/16/20

Reviewed:

Redacted:

(unnecessary)

Institution: The University of Iowa

Institutional Head's Printed Name: J. Bruce Harrel

Institutional Head's Signature:

J. Bruce Harrel

Date: 7/16/20

Approve:

Deny:

#### Board of Regents

Executive Director's Printed Name:

Mark J. Braun

Executive Director's Signature:

Mark J. Braun

Date: 7/15/20

Approve:

Deny:

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made by and between Montserrat Fuentes ("Fuentes") and the University of Iowa ("University"). Collectively, Fuentes and the University are the "Parties" to this Agreement.

### RECITALS:

WHEREAS: Fuentes is employed as the University's Executive Vice President and Provost and Professor in the Department of Statistics and Actuarial Sciences in the College of Liberal Arts and Sciences, with a secondary appointment as Professor in the Department of Biostatistics in the College of Public Health.

WHEREAS: Fuentes and the University desire in good faith to settle fully and finally all differences between them.

NOW, THEREFOR: In exchange for their mutual promises and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Reassignment. Effective July 16, 2020, the University agrees to appoint Fuentes to the role of Special Assistant in the Office of the President, reporting to the University President, at Fuentes's current fiscal year salary, 60% of which shall continue to be an administrative stipend. Fuentes will receive regular benefits attendant to her salary. Fuentes's role as Special Assistant to the President is an at-will appointment; and Fuentes will hold that appointment at the discretion of the President, but in no event beyond June 30, 2021.
  - A. Responsibilities. Fuentes's duties as Special Assistant to the President will be assigned by the President, but will include leading the team to update the University's strategic plan. Fuentes also will dedicate a portion of her time to focus on her research.
  - B. Faculty Appointment. On conclusion of Fuentes's service as Special Assistant to the President, she may assume a regular faculty role consistent with her appointment as Professor. In that role, her salary will be reduced by the 60% administrative stipend and converted to a regular academic year (nine-month appointment) salary.

- C. Professional Development. During her service as Special Assistant to the President, Fuentes may be reimbursed for up to \$15,000 of professional development expenses substantiated by appropriate receipts and approved through regular University processes.
2. No Admission of Liability. This Agreement is not, and shall not in any way be construed as an admission by the University of Iowa, the State of Iowa, the Board of Regents for the State of Iowa, or any of the Releasees (see Paragraph 4) that s/he/it engaged in any wrongful acts against or with respect to Fuentes or that s/he/it violated any federal, state or local law.
3. Employment References. The University and Fuentes will issue a mutually agreeable public statement regarding Fuentes's reassignment to the position of Special Assistant to the President. Nothing in this Agreement prohibits Fuentes from seeking references from University employees in their individual capacities.
4. Full and Comprehensive Release. In consideration for the University's agreement to the terms set forth above, Fuentes hereby irrevocably and unconditionally releases, remises and forever discharges the University, the State of Iowa, and the Board of Regents for the State of Iowa and each of their respective agents, directors, officers, employees, representatives, attorneys, divisions, subsidiaries, affiliates (and agents, directors, officers, employees, representatives and attorneys of such divisions, subsidiaries and affiliates), and their predecessors, successors, heirs, executors, administrators and assigns, and all persons acting by, through, under or in concert with any of them (collectively "Releasees"), or any of them, of and from any and all actions, causes of actions, suits, debts, charges, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, in law or equity, which she ever had, now has, or she or her heirs, executors and administrators hereafter may have, particularly against each or any of the Releasees, from the beginning of time to the date of this Agreement, by reason of any claims against the University, or any of its directors, officers, agents, employees or representatives, arising from or related to Fuentes's employment relationship with the University (and compensation and benefits related thereto) or the end of her appointment as Executive Vice President and Provost or reassignment to Special Assistant to the President or assumption of a faculty role as Professor; including, but not limited to, any claims arising from any alleged violation by the University of any federal, state or local statutes, ordinances or


common laws, including but not limited to, the Rehabilitation Act of 1973 (29 U.S.C. § 701, *et seq.*) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, *et seq.*), the Age Discrimination in Employment Act of 1990 (42 U.S.C. § 12101 *et seq.*); the Equal Pay Act (29 U.S.C. § 206(d)); the Iowa Civil Rights Act (Iowa Code Chapter 216); Iowa Wage Payment and Collection Law (Iowa Code Chapter 91A); and any claims in violation of common law or public policy of this state. Fuentes acknowledges this release includes all claims against employees of the University of Iowa, the State of Iowa, and the Board of Regents for the State of Iowa, in their official and individual capacities.

5. Extinguishment of All Claims, Known or Unknown. Fuentes expressly acknowledges that this Agreement is intended to include all claims, whether known or unknown to her, that have arisen prior to or as of her execution of this Agreement, and that this Agreement contemplates the extinguishment of any such claims, including but not limited to equitable relief.
6. Waiver of Right to Damages. Fuentes agrees that she has no entitlement to or right to recover damages against the University relating to the subject matter of this Agreement.
7. Voluntary Agreement. Fuentes represents and certifies that she has carefully read and fully understands all of the provisions and effects of this Agreement; that she has thoroughly discussed all aspects of this Agreement with her attorney; that she is voluntarily entering into this Agreement; and that the University has not made any representations concerning the terms or effects of this Agreement other than those contained in it.
8. Public Record. Fuentes and the University specifically acknowledge that this Agreement is subject to disclosure in response to a request under Iowa's public records law.
9. Approvals. The parties acknowledge that this Settlement Agreement is subject to Iowa Code § 22.13A.5.a, and must be approved by the Executive Director of the Board of Regents and the head of the University and must be reviewed by the Attorney General or his designee. This Agreement is not effective until it has received all necessary review and approvals. Once fully executed, reviewed and approved, this Agreement will be posted to the Board of Regents' web page.


10. Governing Law. This Agreement is made and entered into in the State of Iowa and shall in all respects be interpreted, enforced, and governed under the laws of Iowa. The language of all parts of this 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.
11. Severability. Should any provision, sentence, term, or word of this Agreement other than the release and covenant not to sue be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected and said illegal or invalid part, term, provision, sentence, or word shall be deemed not to be a part of this Agreement.
12. Entire Agreement. This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter of this Agreement.

**PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT  
AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN  
AND UNKNOWN CLAIMS.**

**MONTSERRAT FUENTES:**

  
\_\_\_\_\_  
Montserrat Fuentes

**ON BEHALF OF THE UNIVERSITY:**

  
By: \_\_\_\_\_  
J. Bruce Harreld  
President

Date: 7/15/2020

Date: July 15, 2020