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Mark J. Braun, EdD, 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: Larissa Libby

Institutional Staff: James Jorgensen, VP for Legal Affairs and General Counsel

Office of the Attorney General

Reviewed by (Print Name): Stan Thompson, Deputy AG for Civil Litigation

Reviewer's Signature: 

Date: 5/14/24

Reviewed:

Redacted:

Institution: State University of Iowa

Institutional Head's Printed Name: Barbara J. Wilson, President

Institutional Head's Signature: 

Date: 5/13/24

Approve:

Deny:

Board of Regents

Executive Director's Printed Name: Mark Braun

Executive Director's Signature:  FE998DCFG8ED45B...

Date: 5/13/2024

Approve:

Deny:

**BOARD OF REGENTS, STATE OF IOWA, STATE
UNIVERSITY OF IOWA AND LARISSA LIBBY
GENERAL RELEASE AGREEMENT**

The University of Iowa (Employer) and Larissa Libby (Employee) enter into the following General Release Agreement (Agreement), which reflects the Parties' mutual desire to resolve any disputes arising from the Employee's employment. Accordingly, the parties agree to the following:

1. **Separation Date.** Employee agrees to resign her employment effective May 10, 2024 (Separation Date).
2. **Payment and Benefits.** Employee will receive a final payout of salary and earned but not yet paid incentive compensation in accordance with existing Employer policies, practices, and procedures. This includes but is not limited to payment of unused remaining vacation leave as of the Separation Date.

Employee will also receive payment of liquidated damages in the amount of three hundred thirty thousand dollars and zero cents (\$330,000.00) in accordance with Section 12 of her current employment contract (titled "Termination by University Without Cause; Liquidated Damages"). In addition, Employee will receive supplemental compensation of seventy-nine thousand three hundred fifty dollars and zero cents (\$79,350.00). The final payout will be paid in two installments, two hundred thousand dollars and zero cents (\$200,000.00) to be paid no later than July 1, 2024 and two hundred nine thousand three hundred fifty dollars and zero cents (\$209,350.00) to be paid no later than January 15, 2025. The liquidated damages and supplemental compensation shall be subject to all regular payroll tax withholding by Employer.

Employee will retain health and dental coverage under Employer's plan through May 31, 2024. To secure coverage beyond May 31, 2024, Employee must enroll in coverage through the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

Employer further agrees to pay legal fees to the Newkirk Zwagerman law firm in the amount of thirty-nine thousand six hundred fifty dollars and zero cents (\$39,650.00) within 10 days of the expiration of the revocation period in Section 8(e) below and will issue a Form 1099 to the firm.

3. **Tax Consequences.** Should any tax liability, interest or penalties occur under federal or state law or regulations as a result of the foregoing payment, Employee agrees to be solely responsible for, and to timely pay, any and all such obligations and to indemnify, defend and hold Employer, and its directors, officers, agents, employees or representatives harmless against any subsequent claims for federal or state taxes, if it is determined that such taxes should have been withheld from the payment. In addition, Employer makes no representations on the tax consequences of the payment. Employee is responsible to determine the tax consequences of the payment and act accordingly.
4. **Unemployment.** Employer agrees not to contest the Employee's unemployment

compensation claim arising from Employee's resignation. Notwithstanding such agreement, Employer reserves the right to respond to any governmental inquiries regarding Employee's separation in a manner that is truthful, adequate, and complete.

5. **Good Faith Resolution.** This agreement is a good faith settlement of all issues arising from the Employee's employment. No promises for any other or future consideration have been made by anyone. Both Parties agree that the aforementioned consideration is all that will be received for any claims or potential causes of action arising from or relating to the Employee's employment, and the Parties agree that such consideration is sufficient.
6. **University Property.** Employee agrees to return to Employer all university property on or before Separation Date. Such property includes without limitation any university keys or access cards, electronic computing devices, mobile phones, purchasing cards, and parking passes in Employee's custody, possession, or control.
7. **Restriction on Reentry to Employer Facilities.** Employee agrees that she shall not reenter any University Athletics Department facilities without the prior written consent of Employer, except to attend events that are open to the general public. Unauthorized entry into such facilities will be considered a breach of this Agreement and may subject Employee to legal action including an action to recover any compensation paid out pursuant to this Agreement.
8. **Waiver and Release.** In consideration for Employer's agreement to the terms set forth above, Employee hereby irrevocably and unconditionally releases, remises, and forever discharges and covenants not to sue Employer, 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 predecessor, successors, heirs, executors, administrators and assigns, and all persons acting by, through, under, or in concert with any of them (collectively, the "Releasees"), of and from any and all grievances, actions, causes of action, 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 Employee ever had, now has, or Employee or Employee's 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 Employer, or any of its directors, officers, agents, employees or representatives, arising from or related to Employee's employment relationship with Employer (and compensation and benefits related thereto) or the end thereof, including, but not limited to, any claims arising from any alleged violation by Employer 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.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681, *et seq.*), the Age Discrimination in Employment Act (29 U.S.C. § 626 *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); the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.* and related sections and amendments); and any claims in violation of common law or public policy of this state. Employee acknowledges this

release includes all claims against employees of Employer, the State of Iowa, and the Board of Regents for the State of Iowa in their official and individual capacities.

- a. Employee has read this Agreement in its entirety and understands all of its terms.
- b. Employee knowingly, freely, and voluntarily agrees to all of the terms and conditions stated in this Agreement, including without limitation, the waiver, release, and covenants contained in it.
- c. Employee is advised to consult with an attorney prior to executing this Agreement.
- d. Employee has had at least twenty-one (21) days in which to review and consider this Agreement, to review the information as required by the ADEA, a copy of any materials attached to and made part of this Agreement, and to consult with an attorney regarding the terms and effect of this Agreement.
- e. Employee may revoke the waiver of any ADEA claim for a period of seven (7) days following the date on which Employee signs this Agreement, and the waiver/release of any age discrimination claims shall not become effective or enforceable until the revocation period has expired.

Employee further agrees to take all necessary action to withdraw all complaints, charges, grievances, or claims, if any, against the Releasees and all individually named respondents with prejudice within five (5) business days of her signature on this Agreement.

9. **Waiver of Right to Damages.** Employee further agrees, promises, and covenants that should she or any person, organization or any other entity acting on her behalf file a charge, claim, or lawsuit, or cause or permit to be filed any charge, claim, or lawsuit relating to her employment, Employee will waive any right to recover damages against the Releasees.
10. **Representation of Comprehension of Agreement.** Employee and Employer enter into this Agreement knowingly and voluntarily with full understanding of the terms and provisions herein, having been advised to and had the opportunity for consultation with legal counsel.
11. **No Admission of Liability.** This Agreement is not and shall not in any way be construed as an admission by Employer or by the State of Iowa or the Board of Regents of the State of Iowa or any of the Releasees that it engaged in any wrongful acts against Employee or that it violated any federal, state, or local law.
12. **Future Employment.** Employee agrees that she will not seek or accept employment with Employer as of the expiration of the revocation period set forth above.
13. **Approvals.** This Agreement is subject to Iowa Code section 22.13A and must be approved by the Executive Director of the Board of Regents and the President of the State University of Iowa and reviewed by the Attorney General or her designee. This agreement shall not become effective before it has received all necessary approvals and review. Once in effect, it

shall be posted to the Board of Regents website.

- 14. **Public Record.** The parties specifically acknowledge that this Agreement is subject to disclosure in response to a request under Iowa’s public records law.
- 15. **Extinguishment of All Claims, Known or Unknown.** Employee expressly acknowledges that this Agreement is intended to include all claims, whether known or unknown to Employee, that have arisen prior to or as of execution of this Agreement, and that this Agreement contemplates the extinguishment of any such claims, including but not limited to equitable relief.
- 16. **Governing Law and Venue.** This Agreement is made and entered into in the State of Iowa and shall in all respects be interpreted, construed, enforced, and governed under the laws of the State of Iowa. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be in Johnson County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity in state or federal court, which may be available to the State of Iowa and the State University of Iowa as its instrumentality.
- 17. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, understandings, arrangements, and communications, whether oral or written, pertaining to the subject matter of this Agreement. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns.
- 18. **Modification of Agreement.** This Agreement shall not be modified or amended except by written agreement of the parties.

FOR THE EMPLOYER:

Beth Goetz

ECAF7A0769664E4

Beth Goetz

5/13/2024

Date

FOR THE EMPLOYEE:

Cheryl Reardon

1F2A454E5D9F4A8

Cheryl Reardon

Chief HR Officer & Associate VP,
University Human Resources

5/13/2024

Date

FOR THE EMPLOYEE:

Larissa Libby 5/10/24

Larissa Libby Date