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Iowa State University
University of Northern Iowa
Iowa School for the Deaf
Iowa Braille and Sight Saving School
Lakeside Laboratory Regents Resource Center
Western Iowa Regents Resource Center



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Zackery Leist, *Clarion*
Jim Lindenmayer, 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: Nathan Larsen v. University of Iowa

Institutional Staff: Kristin Bauer, Merit System Director, BOR

Office of the Attorney General

Reviewed by (Print Name):

Kayla Burkhiser Reynolds

Reviewer's Signature:

DocuSigned by:
Kayla Burkhiser Reynolds
41B57A8F170A461...

Date: 9/2/2020

Reviewed:

Redacted:

Institution: The University of Iowa

Institutional Head's Printed Name: J. Bruce Harreld

Institutional Head's Signature: *J. B. Harreld*

Date: 08.31.2020

Approve:

Deny:

Board of Regents

Executive Director's Printed Name: Mark Braun

Executive Director's Signature: *Mark Braun*
FE888DCFCBEB45B...

Date: 8/27/2020

Approve:

Deny:

BOARD OF REGENTS, STATE OF IOWA,

STATE UNIVERSITY OF IOWA

AND

NATHAN LARSEN

SETTLEMENT

The Board of Regents, State of Iowa (BOR), the University of Iowa (Employer) and Nathan Larsen (Grievant) enter into the following Settlement in full and final resolution of a merit grievance dated June 28, 2019, filed by the Grievant.

This Settlement resolves a grievance arising from a situation in which the Grievant received a written reprimand for alleged violations of Employer policies and work rules. Based on this situation, the parties agree to the following:

1. The Employer will remove the written reprimand (notice of disciplinary action) dated June 24, 2019 from the Grievant's personnel file.
2. In consideration for the foregoing, the Grievant will withdraw the above-mentioned grievance.
3. This settlement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises for any 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 the Grievant's claims in the grievance.
4. **Waiver of Right to Damages.** Grievant further agrees, promises and covenants that should he or any person, organization or any other entity acting on his behalf file a charge, claim, or lawsuit, or cause or permit to be filed any charge, claim, or lawsuit, Grievant will waive any right to recover damages against the University relating to his employment with the Department.
5. **Representation of Comprehension of Agreement.** Grievant 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.
6. **No Admission of Liability.** This Agreement is not, and shall not in any way be construed as an admission by University or any of the Releases that s/he/it violated any federal, state or local law. The parties have entered into this Agreement for the sole purpose of resolving the employment concerns so as to avoid the burden, expense, delay and uncertainties of proceeding through formal legal processes.
7. **Public Record.** The parties specifically acknowledge that this Agreement is subject to disclosure in response to a request under Iowa's public records law.

- 8. **Approvals.** The parties acknowledge that this Agreement is subject to Iowa Code 22.13A and as such, must be approved by the Executive Director of the Board of Regents and the President of the University and be reviewed by the Attorney General or his designee. This Agreement is not effective until it has received all necessary review and approvals. This Agreement will be posted to the Board of Regents website.
- 9. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.
- 10. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior agreements, arrangements, and communications, whether oral or written, pertaining to Grievant's employment with the University.

This Agreement shall not be modified or amended except by written agreement of the parties.

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

Dated this 19th day of August 2020.

FOR THE EMPLOYER:

Kristin Bauer 8/26/2020
25772E72CCE04C0
 Kristin Bauer Date
 Merit System Director
 Associate Counsel, BOR

FOR THE GRIEVANT:

Nathan Larsen 08/25/20
 Nathan Larsen Date
 Grievant

Jana Wessels 8/26/20
 Jana Wessels Date
 Associate VP
 University Health Care HR

Todd Taylor 08/25/20
 Todd Taylor Date
 Union Representation
 AFSCME Council 61

DocuSigned by:

Cheryl Reardon 8/27/2020
672008A6613045C
 Cheryl Reardon Date
 Chief HR Officer & Associate VP
 University Human Resources