

EXECUTION

UNIVERSAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS UNIVERSAL SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is made and entered into on the last date written below (the "Effective Date") by and between Jeanne Gonwa-Reeves ("Ms. Reeves") and Iowa State University, its current and former successors, assigns, subsidiaries, divisions, affiliates, officers, directors, employees, agents, and representatives (collectively "the University"), on behalf of itself and the Board of Regents, State of Iowa ("the Board of Regents") (collectively referred to herein as "the Parties").

RECITALS

WHEREAS, Ms. Reeves, formerly a custodian at the University, filed a lawsuit, captioned *Jeanne Gonwa-Reeves vs. Iowa State University* (Story County Case No. LAC 049539) (hereinafter referred to as the litigation);

WHEREAS, the University contested, and continues to contest, the validity of the claims set forth in the litigation;

WHEREAS, the Parties have a mutual interest and desire to amicably resolve any and all disputes between them;

WHEREAS, the Parties have negotiated this Agreement in good faith to fully settle all differences between them;

WHEREAS, the Parties acknowledge and agree that this Agreement does not constitute any admission of wrong-doing or any admission of violations of applicable law, rule, or policy by either Party; and

WHEREAS, the Parties agree that the terms and conditions contained herein are fair, reasonable, and equitable and are the result of an arm's length negotiation between the Parties.

NOW, THEREFORE, in exchange for their mutual promises and for other good and valuable consideration and intending to be legally bound herein, the Parties agree as follows:

AGREEMENT

1. **Settlement Payment.** The University agrees after its counsel of record receives a fully executed copy of this Agreement a settlement payment will be made in the amount of Seven Thousand Dollars (\$7,000.00) (the Settlement Payment) in the form of a check made payable to:

EXECUTION

Jacob Van Cleaf
Van Cleaf & McCormack Law Firm, LLP
118 South East 4th Street
Des Moines, Iowa 50309

The Settlement Payment is tendered, and accepted, as full, final, and complete settlement of all claims made in the litigation.

2. **No Reemployment.** Ms. Reeves agrees not to seek or accept employment with the University at any time in the future.

3. **Tax Liability.** Any payments made hereunder shall be taxed as wages and subject to standard federal and state withholdings. Should any tax liability, interest, or penalties occur under federal or state law or regulations as a result of the separation payment made pursuant to this Agreement, Ms. Reeves agrees to be solely responsible for, and to timely pay, her share of any and all such obligations and to indemnify, defend, and hold the University and the Board of Regents harmless against any subsequent claims pertain to said tax obligation, if it is determined that such taxes should have been withheld from the payment made herein.

4. **Covenant Not to Sue.** Ms. Reeves agrees, promises and covenants that neither she, nor any person, organization or any other entity acting on her behalf will file, charge, claim, sue, cause or permit to be filed, charged, or claimed, any action for damages or other relief (including injunctive, declaratory, monetary relief, or other) against the Board of Regents and the University, including their respective affiliates, successors, officers, directors, employees, agents, students, and representatives, involving any matter which occurred in the past up to the date of this Agreement, including any continuing effects thereof, or otherwise involving any claims, demands, causes of action, obligations, damages, or liabilities which are the subject of this Agreement.

5. **Ms. Reeves' Full and Comprehensive Release of Claims.** Ms. Reeves agrees, on behalf of her spouse, heirs, executors, administrators, attorneys, and assigns, to hereby waive, release, and forever discharge the Board of Regents and the University, including their respective affiliates, successors, officers, directors, employees, agents, students, and representatives, from any and all known or unknown actions causes of action, claims, or liabilities of any kind that have or could be asserted against the Board of Regents and/or the University arising out of or related to her employment with the University, including but not limited to:

(a) any claims arising from any alleged violation by the Board of Regents and/or 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. § 2000e et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; the Equal Pay Act, 29 U.S.C. § 206(d) et seq.; and the Iowa Civil Rights Act of 1965, Iowa Code Chapter 216. Ms. Reeves further waives her right to monetary or other recovery should any federal, state, or local administrative agency pursue any claims on her behalf arising out of or related to her employment with the University. Ms. Reeves further agrees to waive all rights to use any internal grievance or appeal procedure offered by the

EXECUTION

University and the Board of Regents with respect to any matter arising out of or related to her employment with the University.

(b) claims, actions, causes of action or liabilities arising under any other federal, state, municipal, or local statute, law, ordinance, or regulation; and/or

(c) any other claim whatsoever including, but not limited to: claims for severance pay, sick pay, unpaid wages, unpaid bonuses, unpaid paid time off, claims based upon breach of contract, breach of the covenant of good faith and fair dealing, wrongful termination, defamation, interference with contract, intentional, and/or negligent infliction of emotional distress, fraud, tort, personal injury, invasion of privacy, violation of public policy, negligence, and/or any other common law, statutory, or other claim whatsoever arising out of or relating to her employment with the University.

6. **Covenant Not To Sue.** The Board of Regents and the University hereby covenant and agree that in consideration of the terms of this Agreement, it waives, fully releases, and forever discharges Ms. Reeves of and from any and every claim, demand, and cause of action of whatsoever nature which they now have, or may in the past have had, including, but not limited to, any and every claim, demand, and cause of action arising out of Ms. Reeves' duties and obligations related to her employment with the University and promises and covenants not file, charge, claim, sue, cause or permit to be filed, charged, or claimed, any action for damages or other relief (including injunctive, declaratory, monetary relief, or other) against Ms. Reeves. Notwithstanding the above, it is agreed and understood that the releases contained in this Paragraph 6 do not cover any claims which by law the University cannot waive, and any claims to enforce the terms of this Universal Settlement Agreement and General Release.

7. **Full Satisfaction of Obligations and Liabilities.** Ms. Reeves agrees that the terms and conditions of this Agreement shall be deemed to fully comply and satisfy any of the obligations or liabilities to her, the Board of Regents, and the University, including, their respective affiliates, successors, officers, directors, employees, agents, students, and representatives. Ms. Reeves further agrees she will not assert any claim to any payment or any other benefit to him or on her behalf from the same.

8. **No Admission of Liability.** This Agreement is not, and shall not in any way be, construed as an admission of any of the Parties that any of the Parties violated any federal, state, or local laws. 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 a formal legal process.

9. **Governing Law and Venue.** This Agreement is made and entered into in Story County in the State of Iowa, and shall in all respects be interpreted, enforced and governed by Iowa law. Any disputes arising out of this Agreement shall be subject to the jurisdiction of the federal or state courts of Iowa with Story County, Iowa as the venue.

10. **Severability.** Should a court declare or determine any provision of this Agreement to be illegal or invalid, the validity of the remaining parts, terms or provisions shall

EXECUTION

not be affected thereby. It is the Parties' intent that the part, term or provision declared or determined to be illegal or invalid shall be deemed not to be a part of this Agreement.

11. **Public Record and Executive Order 85.** The Parties agree that this Agreement is a public record under Iowa Code Ch. 22. The Parties acknowledge that this Agreement is subject to Executive Order 85 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 Iowa Attorney General, or his designee. This Agreement is not effective until it has received all necessary review and approvals. This Agreement will be posted on the Board of Regents' web page.

12. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.

13. **Amendments.** None of the terms or conditions contained herein shall be altered, amended, waived, or abandoned, except by prior written agreement of the Parties.

14. **Voluntary and Binding Agreement.** Ms. Reeves acknowledges she has had the opportunity to exercise her right to consult with her attorney, Jacob van Cleaf, before signing the Agreement. By signing below, Ms. Reeves represents and certifies that she freely and voluntarily entered into this Agreement and with the full intent to be bound thereby.

15. **Entire Agreement.** This Agreement, including any Attachments incorporated herein, sets forth the entire agreement between the Parties hereto, and fully supersedes any and all prior agreements, discussions, or understanding between the Parties pertaining to the subject matter hereof.

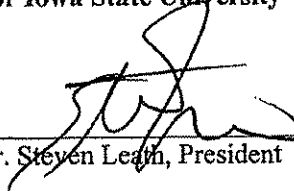
CAREFULLY READ THIS AGREEMENT: BY SIGNING BELOW YOU ARE RELEASING ALL KNOWN CLAIMS. YOU HAVE A PERIOD OF TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS RELEASE. IF YOU SIGN THIS AGREEMENT, YOU WILL HAVE UP TO SEVEN (7) CALENDAR DAYS FOLLOWING THE DATE YOU SIGN IT TO REVOKE YOUR SIGNATURE. THE RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THIS SEVEN (7) CALENDAR DAY PERIOD HAS EXPIRED

(Signatures on Following Page)

EXECUTION

IN WITNESS WHEREOF, and intending to be legally bound hereby, Ms. Reeves, Iowa State University, on its own behalf and the behalf of the Board of Regents, have executed the foregoing Universal Settlement Agreement and General Release.

For Iowa State University



Dr. Steven Leath, President

2-21-17

Date

For Jeanne Gonwa-Reeves

Jeanne Gonwa-Reeves

Date

**UNIVERSAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE**

THIS UNIVERSAL SETTLEMENT AGREEMENT AND GENERAL RELEASE (“Agreement”) is made and entered into on the last date written below (the “Effective Date”) by and between Jeanne Gonwa-Reeves (“Mrs. Gonwa-Reeves”) and Iowa State University, its current and former successors, assigns, subsidiaries, divisions, affiliates, officers, directors, employees, agents, and representatives (collectively “the University”), on behalf of itself and the Board of Regents, State of Iowa (“the Board of Regents”) (collectively referred to herein as “the Parties”).

RECITALS

WHEREAS, Mrs. Gonwa-Reeves, formerly a custodian at the University, filed a lawsuit, captioned *Jeanne Gonwa-Reeves vs. Iowa State University* (Story County Case No. LAC 049539) (hereinafter referred to as the litigation);

WHEREAS, the University contested, and continues to contest, the validity of the claims set forth in the litigation;

WHEREAS, the Parties have a mutual interest and desire to amicably resolve any and all disputes between them;

WHEREAS, the Parties have negotiated this Agreement in good faith to fully settle all differences between them;

WHEREAS, the Parties acknowledge and agree that this Agreement does not constitute any admission of wrong-doing or any admission of violations of applicable law, rule, or policy by either Party; and

WHEREAS, the Parties agree that the terms and conditions contained herein are fair, reasonable, and equitable and are the result of an arm’s length negotiation between the Parties.

NOW, THEREFORE, in exchange for their mutual promises and for other good and valuable consideration and intending to be legally bound herein, the Parties agree as follows:

AGREEMENT

1. Settlement Payment. The University agrees after its counsel of record receives a fully executed copy of this Agreement a settlement payment will be made in the amount of Seven Thousand Dollars (\$7,000.00) (the Settlement Payment) in the form of a check made payable to:

Jacob Van Cleaf
Van Cleaf & McCormack Law Firm, LLP

118 South East 4th Street
Des Moines, Iowa 50309

The Settlement Payment is tendered, and accepted, as full, final, and complete settlement of all claims made in the litigation.

2. **No Reemployment.** Mrs. Gonwa-Reeves agrees not to seek or accept employment with the University at any time in the future.

3. **Tax Liability.** Any payments made hereunder shall be taxed as wages and subject to standard federal and state withholdings. Should any tax liability, interest, or penalties occur under federal or state law or regulations as a result of the separation payment made pursuant to this Agreement, Mrs. Gonwa-Reeves agrees to be solely responsible for, and to timely pay, her share of any and all such obligations and to indemnify, defend, and hold the University and the Board of Regents harmless against any subsequent claims pertain to said tax obligation, if it is determined that such taxes should have been withheld from the payment made herein.

4. **Covenant Not to Sue.** Mrs. Gonwa-Reeves agrees, promises and covenants that neither she, nor any person, organization or any other entity acting on her behalf will file, charge, claim, sue, cause or permit to be filed, charged, or claimed, any action for damages or other relief (including injunctive, declaratory, monetary relief, or other) against the Board of Regents and the University, including their respective affiliates, successors, officers, directors, employees, agents, students, and representatives, involving any matter which occurred in the past up to the date of this Agreement, including any continuing effects thereof, or otherwise involving any claims, demands, causes of action, obligations, damages, or liabilities which are the subject of this Agreement.

5. **Mrs. Gonwa-Reeves' Full and Comprehensive Release of Claims.** Mrs. Gonwa-Reeves agrees, on behalf of her spouse, heirs, executors, administrators, attorneys, and assigns, to hereby waive, release, and forever discharge the Board of Regents and the University, including their respective affiliates, successors, officers, directors, employees, agents, students, and representatives, from any and all known or unknown actions causes of action, claims, or liabilities of any kind that have or could be asserted against the Board of Regents and/or the University arising out of or related to her employment with the University, including but not limited to:

(a) any claims arising from any alleged violation by the Board of Regents and/or 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. § 2000e et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; the Equal Pay Act, 29 U.S.C. § 206(d) et seq.; and the Iowa Civil Rights Act of 1965, Iowa Code Chapter 216. Mrs. Gonwa-Reeves further waives her right to monetary or other recovery should any federal, state, or local administrative agency pursue any claims on her behalf arising out of or related to her employment with the University. Mrs. Gonwa-Reeves further agrees to waive all rights to use any internal grievance or appeal procedure offered by the University and the Board of Regents with respect to any matter arising out of or related to her employment with the University.

(b) claims, actions, causes of action or liabilities arising under any other federal, state, municipal, or local statute, law, ordinance, or regulation; and/or

(c) any other claim whatsoever including, but not limited to: claims for severance pay, sick pay, unpaid wages, unpaid bonuses, unpaid paid time off, claims based upon breach of contract, breach of the covenant of good faith and fair dealing, wrongful termination, defamation, interference with contract, intentional, and/or negligent infliction of emotional distress, fraud, tort, personal injury, invasion of privacy, violation of public policy, negligence, and/or any other common law, statutory, or other claim whatsoever arising out of or relating to her employment with the University.

6. **Covenant Not To Sue.** The Board of Regents and the University hereby covenant and agree that in consideration of the terms of this Agreement, it waives, fully releases, and forever discharges Mrs. Gonwa-Reeves of and from any and every claim, demand, and cause of action of whatsoever nature which they now have, or may in the past have had, including, but not limited to, any and every claim, demand, and cause of action arising out of Mrs. Gonwa-Reeves' duties and obligations related to her employment with the University and promises and covenants not file, charge, claim, sue, cause or permit to be filed, charged, or claimed, any action for damages or other relief (including injunctive, declaratory, monetary relief, or other) against Mrs. Gonwa-Reeves. Notwithstanding the above, it is agreed and understood that the releases contained in this Paragraph 6 do not cover any claims which by law the University cannot waive, and any claims to enforce the terms of this Universal Settlement Agreement and General Release.

7. **Full Satisfaction of Obligations and Liabilities.** Mrs. Gonwa-Reeves agrees that the terms and conditions of this Agreement shall be deemed to fully comply and satisfy any of the obligations or liabilities to her, the Board of Regents, and the University, including, their respective affiliates, successors, officers, directors, employees, agents, students, and representatives. Mrs. Gonwa-Reeves further agrees she will not assert any claim to any payment or any other benefit to her or on her behalf from the same.

8. **No Admission of Liability.** This Agreement is not, and shall not in any way be, construed as an admission of any of the Parties that any of the Parties violated any federal, state, or local laws. 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 a formal legal process.

9. **Governing Law and Venue.** This Agreement is made and entered into in Story County in the State of Iowa, and shall in all respects be interpreted, enforced and governed by Iowa law. Any disputes arising out of this Agreement shall be subject to the jurisdiction of the federal or state courts of Iowa with Story County, Iowa as the venue.

10. **Severability.** Should a court declare or determine any provision of this Agreement to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby. It is the Parties' intent that the part, term or provision declared or determined to be illegal or invalid shall be deemed not to be a part of this Agreement.

11. **Public Record and Executive Order 85.** The Parties agree that this Agreement is a public record under Iowa Code Ch. 22. The Parties acknowledge that this Agreement is subject to Executive Order 85 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 Iowa Attorney General, or his designee. This Agreement is not effective until it has received all necessary review and approvals. This Agreement will be posted on the Board of Regents' web page.

12. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.

13. **Amendments.** None of the terms or conditions contained herein shall be altered, amended, waived, or abandoned, except by prior written agreement of the Parties.

14. **Voluntary and Binding Agreement.** Mrs. Gonwa-Reeves acknowledges she has had the opportunity to exercise her right to consult with her attorney, Jacob van Cleef, before signing the Agreement. By signing below, Mrs. Gonwa-Reeves represents and certifies that she freely and voluntarily entered into this Agreement and with the full intent to be bound thereby.

15. **Entire Agreement.** This Agreement, including any Attachments incorporated herein, sets forth the entire agreement between the Parties hereto, and fully supersedes any and all prior agreements, discussions, or understanding between the Parties pertaining to the subject matter hereof.

CAREFULLY READ THIS AGREEMENT: BY SIGNING BELOW YOU ARE RELEASING ALL KNOWN CLAIMS. YOU HAVE A PERIOD OF TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS RELEASE. IF YOU SIGN THIS AGREEMENT, YOU WILL HAVE UP TO SEVEN (7) CALENDAR DAYS FOLLOWING THE DATE YOU SIGN IT TO REVOKE YOUR SIGNATURE. THE RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THIS SEVEN (7) CALENDAR DAY PERIOD HAS EXPIRED

(Signatures on Following Page)

IN WITNESS WHEREOF, and intending to be legally bound hereby, Mrs. Gonwa-Reeves, Iowa State University, on its own behalf and the behalf of the Board of Regents, have executed the foregoing Universal Settlement Agreement and General Release.

For Iowa State University

Dr. Steven Leath, President

Date

For Jeanne Gonwa-Reeves

Jeanne M. Gonwa-Reeves

Mrs. Jeanne Gonwa-Reeves

2-21-2017

Date

Governing Iowa's public universities and special schools

University of Iowa
Iowa State University
University of Northern Iowa
Iowa School for the Deaf
Iowa Braille and Sight Saving School
Lakeside Laboratory Regents Resource Center
Northwest Iowa Regents Resource Center
Quad-Cities Graduate Center
Southwest Iowa Regents Resource Center



**BOARD OF
REGENTS**
STATE OF IOWA

Bruce Rastetter, President, *Alden*
Katie Mulholland, President Pro Tem, *Marion*
Sherry Bates, *Scranton*
Patricia Cownie, *Des Moines*
Milt Dakovich, *Waterloo*
Rachael Johnson, *Sioux City*
Larry McKibben, *Marshalltown*
Michael Richards, *West Des Moines*
Subhash Sahai, *Webster City*

Robert Donley, Executive Director

**Executive Order Number Eighty-Five
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: Jeanne Gonwa-Reeves v. Iowa State University
Case No. LACV049539

Institutional Staff: Michael Norton

Office of the Attorney General

Reviewed by (Print Name): Jeffrey S. Thompson

Reviewer's Signature: _____

Date: 2/3/19

Reviewed:

Redacted:

Institution: Iowa State University

Institutional Head's Printed Name: Steven Leath, President

Institutional Head's Signature: _____

Date: February 21, 2017

Approve:

Deny:

Board of Regents

Executive Director's Printed Name: Robert Donley

Executive Director's Signature: _____

Date: 3.2.17

Approve:

Deny: