

Governing Iowa's public universities and special schools

University of Iowa  
Iowa State University  
University of Northern Iowa  
Iowa School for the Deaf  
Iowa Educational Services for the Blind and Visually Impaired  
Lakeside Laboratory Regents Resource Center  
Western Iowa Regents Resource Center



Michael J. Richards, MD, President, West Des Moines  
Sherry Bates, President Pro Tem, Scranton  
David R. Barker, PhD, Iowa City  
Nancy Boettger, Harlan  
Abby Crow, Tiffin  
Nancy Dunkel, Dyersville  
Jim Lindenmayer, PhD, Ottumwa  
JC Risewick, Johnston  
Greta Rouse, Emmetsburg

Mark J. Braun, EdD, Executive Director

Routing/Review Approval of Personnel Settlement Agreement

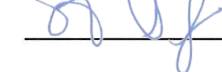
Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. **\*\*After signing, please return to the attention of BOR – General Counsel.\*\*** If "denied," please return to BOR – General Counsel.

In the matter of: Separation Agreement for Michael Argenyi, M.D.

Institutional Staff: Ann M. Byrd, Deputy Counsel, Office of the General Counsel

Office of the Attorney General


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

Reviewer's Signature: 

Date: 6/22/23 Reviewed:  Redacted:

Institution: The State University of Iowa

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

Institutional Head's Signature: 

Date: 6/22/23 Approve:  Deny:

Board of Regents

Executive Director's Printed Name: DocuSigned by: Mark Braun

Executive Director's Signature:  FE898DCECBED45B...

Date: 6/22/2023 Approve:  Deny:

## SEPARATION AGREEMENT AND RELEASE

The **STATE UNIVERSITY of IOWA**, including the University of Iowa Hospitals and Clinics (“Employer” or “SUI”) and **MICHAEL ARGENYI** (“Employee”) (collectively, the “Parties”) enter into the following Separation Agreement and Release, which reflects the Parties’ mutual desire to resolve any disputes arising from the Employee’s employment.

### RECITALS

A. On or about April 27, 2023, Employee filed a complaint with Iowa Civil Rights Commission (“ICRC”), CP# 04-23-79909, that was cross-filed with the Equal Employment Opportunity Commission (“EEOC”), EEOC #26A-2023-00560, alleging that SUI discriminated against him on the basis of a disability, including harassment, denial of accommodation, and retaliation (the “Complaint”);

B. The Parties have a mutual interest in amicably resolving any and all disputes between them, including the Complaint;

C. The Parties have negotiated this Agreement in good faith to fully settle all differences between them including, but not limited to, those embodied in the Complaint;

D. The Parties acknowledge and agree that this Agreement does not constitute any admission of wrongdoing or any admission of violations of applicable law, rule, or policy by either Party; and

E. The Parties agree that the terms and conditions contained herein are fair, reasonable, and equitable, and are the result of an arms’ length negotiation between the Parties.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the above recitals, which are incorporated herein by reference as if fully restated, and in exchange for their mutual promises and for other good and valuable consideration and intending to be legally bound, the Parties agree as follows:

1. Employee Resignation. Employee shall voluntarily resign his employment with SUI effective June 30, 2023 (the “Separation Date”). Employee shall receive his current salary and all applicable University benefits up to and on the Separation Date and will be paid for accrued but unused vacation time as of the Separation Date in accordance with SUI policy.

2. Lump Sum. Employee shall be paid a lump sum total gross settlement payment of \$65,000.00 (the “Lump Sum Payment”). The Lump Sum Payment shall be paid as follows: (a) via direct deposit to Employee in the amount of \$33,812.96 (thirty-three thousand eight hundred twelve and 96/100), less required withholdings; and (b) by check to Stein & Vargas, LLP at 12 E. Frederick Street, Walkersville, Maryland 21793 for attorney fees in the amount of \$31,187.04 (thirty-one thousand, one hundred eighty-seven and 04/100). In the event the State Appeal

Board does not approve the Settlement Payments, the SUI's Hospitals and Clinics shall be responsible for the foregoing Lump Sum payment. SUI shall submit this Agreement for State Appeal Board consideration and approval on its next available meeting agenda. Employee is solely responsible for, and agrees to timely pay, any and all personal tax liability, interest, or penalties occurring under federal, state, or local law or regulations. Any payment made under this Agreement is subject to Iowa Code § 8A.504.

3. Employer Assumption of COBRA Payments for Specified Time. Employer agrees to assume the premium costs associated with Employee's continuation of university health and dental insurance under the Consolidated Omnibus Budget Reconciliation Act (COBRA) program from the Separation Date through the earlier of: (a) October 31, 2023, or (b) the date Employee is eligible to be covered under another employer-sponsored group health plan. To initiate COBRA coverage, Employee must complete and submit SUI's COBRA election form within the period of time specified by law.

4. Professional Liability Claims Arising Out of Employment. Employer agrees that in response to any claims made regarding or resulting from Employee's professional services while employed at the SUI, SUI will represent and defend Employee consistent with its obligations to state employees under Iowa Code Chapter 669 and the professional liability protection provided by UI's Carver College of Medicine UI Physicians.

5. Employee Dismissal of External Complaints. Upon execution of this Agreement, Employee shall file a Dismissal with Prejudice with the ICRC and EEOC in consideration for receiving the Lump Sum payment described in paragraph (2).

6. University Property. Employee agrees to return to Employer all university property before the Separation Date. Such property includes without limitation any university keys, access cards, electronic computing devices, mobile phones, purchasing cards, and parking passes in Employee's custody, possession, or control.

7. Waiver and Release. In consideration of SUI's agreement to the terms set forth above, Employee hereby irrevocably and unconditionally releases, remises, and forever discharges and covenants not to sue SUI, 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, the "Releasees"), or any of them, of and from any and all grievances, actions, causes of action, suits, debts, charges, complaints, litigation, 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 the SUI, or any of their directors, officers, agents, employees or representatives, arising from or related to

Employee's employment relationship with SUI (and compensation and benefits related thereto) or the end thereof and matters or allegations that are the subject matter of the Allegations, including, but not limited to, any claims arising from any alleged violation by SUI 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 Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et. seq.* and related sections and amendments); the Equal Pay Act (29 U.S.C. § 206(d)); the Iowa Civil Rights Act (Iowa Code Chapter 216); Iowa's Wage Payment Collection Law (Iowa Code Chapter 91A); and any claims in violation of the common law or public policy of this state. Employee acknowledges this release includes all claims against employees of the Releasees in their official and individual capacities.

8. Letters of Reference. SUI does not provide letters of reference; however, the institution will not interfere with Employee's ability to request a letter of reference from any individual of his choice, and it will be up to that individual whether or not they are willing to provide such a letter.

9. 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.

10. No Admission of Liability. This Agreement is not, and shall not in any way be construed as, an admission by SUI or by the State of Iowa or the Board of Regents of the State of Iowa or any of the Releasees that it or they engaged in any wrongful acts against Employee or violated any federal, state or local law.

11. Approvals. This Agreement is subject to Iowa Code § 22.13A and must be approved by the Executive Director of the Board of Regents of the State of Iowa and the President of the State University of Iowa and reviewed by the Attorney General or her designee. This Agreement shall become effective once it has received all necessary approvals and review. Once in effect, it shall be posted to the Board of Regents website.

12. Public Record. This Agreement is subject to Open Records and is available for public inspection and copying.

13. 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 the execution of this Agreement, and that this Agreement contemplates the extinguishment of any such claims, including but not limited to equitable relief.

14. Governing Law and Venue. 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 either of the Parties. 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.

15. Unenforceability of Terms. If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement, except that the entire Agreement shall be deemed invalid and unenforceable if payment of the Lump Sum to Employee is held invalid, illegal, or unenforceable.

16. Employee Representations. Employee represents and warrants that he: (a) has carefully read and fully understands all provisions and effects of this Agreement; (b) has authority to enter into this Agreement; (c) holds any and all claims free and clear of any liens and has not pledged or assigned those claims to any third party; (d) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect his rights to accept payment and release claims under this Agreement; (e) has not received any promise of further consideration; and (f) does not know of any other person who holds any rights to sue for the causes of action or the claims subject to the releases made herein.

17. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements, arrangements, communications, and understandings, whether oral or written, pertaining to the subject matter of this Agreement.

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

19. Counterparts. This Agreement may be signed in counterparts. Faxed, scanned, or emailed signatures will be deemed originals.

[SIGNATURES ON NEXT PAGE]

*SEPARATION AGREEMENT AND RELEASE, Cont.*  
*(Michael Argenyi)*

**AGREED TO THIS DAY BY:**

FOR THE EMPLOYER:

DocuSigned by:  
*Lois Geist* 6/21/2023  
By: 3772B5A67D6C4B1... \_\_\_\_\_ Date  
Lois Geist, M.D.  
Associate Provost for Faculty

DocuSigned by:  
*Peg Nopoulos* 6/21/2023  
By: 68EBF7A9F08D4FE... \_\_\_\_\_ Date  
Peggy Nopoulos, M.D.  
Chair and Executive Officer,  
Department of Psychiatry

FOR THE EMPLOYEE

*Michael Argenyi* 06/21/2023  
By: \_\_\_\_\_ Date  
Michael Argenyi, M.D.