



Sherry Bates, President, Scranton
Greta Rouse, President Pro Tem, Emmetsburg
David R. Barker, PhD, Iowa City
Robert Cramer, Adel
Nancy Dunkel, Dyersville
Jim Lindenmayer, PhD, Ottumwa
JC Risewick, Johnston

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: Michael Harwood, Iowa State University

Institutional Staff: Heather J. Smith, Associate General Counsel, Iowa State University

Office of the Attorney General

Reviewed by (Print Name): Jeff Peterzalek, Deputy AG Civil Litigation

Reviewer's Signature:

Date: 8/20/2024

Reviewed:

Redacted:

Institution: Iowa State University

Institutional Head's Printed Name: President Wendy Wintersteen

Institutional Head's Signature:

Date: 8-14-2024

Approve:

Deny:

Board of Regents

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

Executive Director's Signature: FE898DCECBED45B

Date: 8/20/2024

Approve:

Deny:

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release is made and entered into on the last date written below by and between Michael Harwood (“Harwood”) and Iowa State University of Science and Technology (“the University”), on behalf of itself and the Board of Regents, State of Iowa (“the Board of Regents”), and their current and former successors, assigns, subsidiaries, divisions, affiliates, officers, directors, employees, agents, and representatives (collectively referred to herein as “the Parties”).

RECITALS

WHEREAS, Harwood is employed as an Associate Vice President for Campus Life with the University;

WHEREAS, the Parties have a mutual interest in amicably resolving any and all disputes between them and in facilitating Harwood’s resignation from the University;

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 an 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.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are expressly incorporated by all reference as if fully restated herein, and 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:

1. **Resignation and No Reemployment**. Harwood shall voluntarily resign from his employment with the University effective August 7, 2024. Any accrued but unused vacation time off will be paid out to him upon separation from employment in accordance with University policy. Harwood agrees not to seek or accept employment from the University at any time in the future.

2. **Separation Payment**. As consideration for the terms and conditions set forth in this Agreement, the Parties agree that within thirty (30) days after the last date written below, the University, on behalf of all Released Parties, will pay to Harwood the lump sum of **Forty-five thousand dollars (\$45,000.00)** (“**Separation Payment**”), subject to normal and customary deduction/withholdings payable to Michael Harwood. Harwood acknowledges that such payment is not to be construed as an admission of liability or wrongdoing on the part of any of

the Released Parties, and that all Released Parties expressly deny any such liability or wrongdoing.

3. **Tax Liability.** Harwood shall be solely responsible for any and all taxes payable or owed by him that may be due with respect to the Separation Payment and shall hold the University and the Released Parties harmless and indemnify them from any liability thereon.

4. **Return of Property.** Harwood agrees that within five (5) working days following the last date written below, he shall return to the University any and all documents, files, keys, or other materials, as well as any and all physical equipment, materials, supplies or other property of the University. The Separation Payment set forth in Paragraph 2 above will not be paid until all property is returned and accounted for.

5. **University Housing.** Harwood agrees that within thirty (30) days after the date last written below, he will vacate the University-owned apartment in which he currently resides. Harwood further agrees that he will remove all of his personal belongings from the apartment within this thirty (30) day period and leave the apartment in good condition, absent normal wear and tear.

6. **Harwood's Covenant Not to Sue.** In consideration of the terms and conditions set forth in this Agreement, the sufficiency of which the parties acknowledge, Harwood agrees, promises, and covenants that neither he, nor any person, organization, or any other entity acting on his 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 Parties, including their respective affiliates, successors, officers, directors, employees, agents, current or former students, and representatives, whether in their individual capacity or official capacity, 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.

7. **Harwood's Full and Comprehensive Release of Claims.** Harwood agrees, on behalf of himself and his heirs, executors, administrators, attorneys, and assigns, to hereby waive, release, and forever discharge the Parties, including their respective affiliates, successors, officers, directors, employees, agents, current and former 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 Parties, and/or any party released herein, arising out of or related to his employment with the University, including but not limited to:

- (a) Any claims arising from any alleged violation by the Parties 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 Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. § 621 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. Harwood further waives his right

to monetary or other recovery should any federal, state, or local administrative agency pursue any claims on his behalf arising out of or related to his employment with the University. Harwood further agrees to waive all rights to use any internal grievance or appeal procedure offered by the University with respect to any matter arising out of or related to his employment with the University.

- (b) Claims, actions, causes of action or liabilities arising under any other federal, state, municipal, or local statutes, 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 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 his employment with the University.

Notwithstanding the above, it is agreed and understood that the releases contained in this paragraph do not cover any claims which by law Harwood cannot waive and any claims to enforce the terms of this Separation Agreement and Release.

8. **Waiver of Rights under the ADEA.** In consideration of the actions described herein of the Board of Regents and the University, Harwood voluntarily and knowingly waives any and all rights and claims under the ADEA that may exist before the signing of this Agreement. Harwood is hereby advised that he has the right under the ADEA to consult an attorney prior to signing this Agreement (which Harwood has been encouraged to do), that he has a period of at least twenty-one (21) calendar days to consider this Agreement and to the extent that he has signed the Agreement prior to the expiration of that period, he has done so knowingly and voluntarily, and that he is permitted to revoke this Agreement for a period of at least seven (7) calendar days following the signing of this Agreement.

9. **Full and Comprehensive Release of Potential Claims against Harwood; Covenant Not to Sue.** The Board of Regents and the University hereby covenant and agree that in consideration of the terms of this Agreement, they waive, fully release, and forever discharge Harwood 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 Harwood's duties and obligations related to his employment with the University and promises and covenants not to 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 Harwood. Notwithstanding the above, it is agreed and understood that the releases contained in this paragraph do not cover any claims or obligations to defend which by law the University cannot waive, and any claims to enforce the terms of this Separation Agreement and General Release.

10. **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 or University policies.

11. **Representation of Harwood.** Harwood hereby represents and warrants that he (a) has authority to enter into this Agreement; (b) holds any and all claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) 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; (d) has not received any promise of further consideration; and (e) 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 hereunder. Harwood further agrees to indemnify and hold harmless each of the Parties from and against any and all claims, actions, causes of actions, demands, rights, damages, costs, losses of services, expenses, compensation, taxes, or property damages (including attorneys' fees, expenses, and costs of defense) which any person, partnership, corporation, entity, association, agency, or other organization may bring against them alleging facts and circumstances that are contrary to, inconsistent with, or arising from the breach of, the representations and warranties of this paragraph.

12. **Harwood Review.** Harwood acknowledges he was given at least twenty-one (21) days to review and consider this Agreement in its entirety. Harwood understands that he may voluntarily waive this review period by signing and returning the Agreement prior to the expiration of twenty-one (21) days. The Agreement waives no rights or claims that may arise after its execution. Harwood further acknowledges that the terms of this Agreement were negotiated by him, through his legal counsel, over a sufficient period of time so that he now has carefully read and fully understands and accepts the terms contained in this Agreement and their legal effect. Harwood represents that he has been advised to consult with an attorney prior to signing this Agreement and has done so. Harwood further represents that his decision to sign or not sign this Agreement is his own voluntary decision made with full knowledge of its terms.

13. **Counterparts.** This Agreement may be signed in counterparts. Faxed or emailed signatures will be deemed originals.

14. **Governing Law and Venue.** This Agreement shall be governed by and construed under the laws of the State of Iowa. Each party consents to the personal jurisdiction of the state courts in Iowa with respect to any action seeking to enforce the terms of this Agreement.

15. **Severability.** Should a court of competent jurisdiction 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.

16. **Public Record.** The Parties agree that this Agreement is a public record under Iowa Code Chapter 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 reviews and approvals. This Agreement will be posted on the Board of Regents' web page.

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


18. **Entire Agreement.** This Agreement 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.**

IN WITNESS WHEREOF, and intending to be legally bound hereby, Michael Harwood and Iowa State University of Science and Technology, on its own behalf and on behalf of the Board of Regents, have executed the foregoing Separation Agreement and Release.



Michael Harwood
Agreed to on this 14 day of August, 2024.



Wendy Wintersteen, President
Iowa State University of Science and Technology
Agreed to on this 14 day of August, 2024.