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Western Iowa Regents Resource Center



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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: Cindy L. Smith Separation Agreement

Institutional Staff: Clark Stanford, DDS, PhD

Office of the Attorney General

Reviewed by (Print Name): _____

Reviewer's Signature: _____

Date: 8/15/22

Reviewed:

Redacted:

Institution: State University of Iowa

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

Institutional Head's Signature: _____

Date: August 15, 2022

Approve:

Deny:

Board of Regents

Executive Director's Printed Name: _____

DocuSigned by: Mark Braun

Executive Director's Signature: _____

FE898DCFCBED45B

Date: 8/15/2022

Approve:

Deny:

**BOARD OF REGENTS, STATE OF IOWA, STATE
UNIVERSITY OF IOWA AND CINDY L. SMITH
SEPARATION AGREEMENT**

The STATE UNIVERSITY OF IOWA (Employer) and Cindy L. Smith (Employee) enter into the following Separation Agreement, which reflects the Parties' mutual desire to resolve any disputes arising from the Employee's employment, the parties agree to the following:

1. **Employee Resignation.** Employee agrees to voluntarily resign from employment with Employer, effective August 9, 2022.
2. **Lump Sum.** Employer will pay Employee a lump sum payment of fifteen thousand (\$15,000) dollars. Any payments made under this Agreement will be subject to all such withholding requirements as specified under state and federal law
3. **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.
4. **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. The above consideration is all that will be received for any claims or potential causes of action arising from or relating to the Employee's employment.
5. **Mutual Statement.** Both parties agree that in the event either party is asked about the terms of this Agreement, the parties will respond as follows:

"We have satisfactorily resolved any disagreements arising from or relating to this matter."

6. **Waiver and Release.** In consideration for 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 predecessor, 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, the Allegations, 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 SUI, or any of its 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 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 SUI, the State of Iowa, and the Board of Regents for the State of Iowa in their official and individual capacities. The release language contained herein does not, however, include any claims for occupational injury, disease, or exposure that arose out of, or in the course of, Employee's employment.

- 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 acknowledges that Employee was informed that 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.
7. **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.
 8. **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 engaged in any wrongful acts against Employee or that it violated any federal, state, or local law.
 9. **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 his 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.

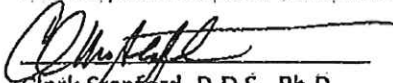
10. **Public Record.** This agreement is subject to Open Records and is available for public inspection and copying.
11. **Extinguishment of All Claims, Known or Unknown.** Employee expressly acknowledges that this Agreement is intended to include all claims, whether known or unknown to Employee, that have arisen prior to or as of execution of this Agreement as specified in paragraph 6 above, and that this Agreement contemplates the extinguishment of any such claims, including but not limited to equitable relief.
12. **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.
13. **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.
14. **Modification of Agreement.** This Agreement shall not be modified or amended except by written agreement of the parties.

FOR THE EMPLOYER:



Kristin Bauer

Merit System Director & Associate Counsel, BOR



Clark Stanford, D.D.S., Ph.D.

Dean, College of Dentistry



Cheryl Reardon

Chief HR Officer & Associate VP, University Human Resources

8/11/22

Date

8/9/2022

Date

8/11/2022

Date

FOR THE EMPLOYEE:



Cindy L. Smith
8-1-22
Date