

EXECUTION

**UNIVERSAL RETIREMENT/SEPARATION AGREEMENT
AND GENERAL RELEASE**

THIS UNIVERSAL RETIREMENT/SEPARATION AGREEMENT AND GENERAL RELEASE ("Agreement") is made and entered into on the last date written below (the "Effective Date") by and between Terry Mason, Ph.D. ("Dr. Mason") 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, Dr. Mason was formerly an at-will employee at the University, working as an Assistant Vice President and Director of Student Counseling Service;

WHEREAS, after deciding to make changes in its leadership, the University offered Dr. Mason the option of retiring in lieu of being separating;

WHEREAS, Dr. Mason choose not to retire and the University separated him with his last day of employment being July 30, 2015;

WHEREAS, Dr. Mason subsequently filed civil rights and tort claims against the University, alleging violations of his legal and civil rights;

WHEREAS, the University contested and continues to contest the validity of said allegations;

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. **Retirement Status and No Reemployment.** The University will update its employment records to reflect that Dr. Mason retired, rather than documenting that Dr. Mason was separated. Further, Dr. Mason agrees not to seek or accept employment with the University at any time in the future.

2. **Retirement Health Care Plan Eligibility.** As a retiree, Dr. Mason will be eligible to participate in one of the University's Medical Plans available to University Retirees. However, such eligibility will not be made retroactively to Dr. Mason's July 30, 2015 separation. Upon the Effective Date of this Agreement, Dr. Mason may contact the University's Benefits Office to prospectively enroll in one of the healthcare plans offered to University Retirees, if he so desires.

3. **Application of Sick Leave Pay-Out as Consideration.** As consideration for the terms and conditions of this Agreement, the University agrees to pay Dr. Mason Two Thousand Dollars (\$2,000.00) worth of the sick leave he had accrued prior to his separation. This is the value of sick leave he would have been entitled to receive as a pay-out, had he chosen to retire in July 2015.

4. **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, Dr. Mason agrees to be solely responsible for, and to timely pay, his 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.

5. **Covenant Not to Sue.** Dr. Mason 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 Dr. Thomas Hill, 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.

6. **Dr. Mason's Full and Comprehensive Release of Claims.** Dr. Mason agrees, on behalf of his spouse, heirs, executors, administrators, attorneys, and assigns, to hereby waive, release, and forever discharge Dr. Thomas Hill, 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 his employment with the University, including but not limited to:

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(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 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. Dr. Mason 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. Dr. Mason 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 his 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 his employment with the University. Notwithstanding the above, it is agreed and understood that the releases contained in this Paragraph 6 and the covenants not to sue stated in Paragraph 5 do not cover any claims which by law Dr. Mason cannot waive, and any claims to enforce the terms of this Universal Retirement/Separation Agreement and General Release, or that the remaining Parties have failed to make any payments to or provide any benefits to Dr. Mason.

7. **Waiver of Rights under the ADEA.** In consideration of the actions described herein of the Board of Regents and the University, Dr. Mason voluntarily and knowingly waives any and all rights and claims under the ADEA that may exist before the signing of this Agreement. Dr. Mason is hereby advised that he has the right under the ADEA to consult an attorney prior to signing this Agreement (which Dr. Mason 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.

8. **Full and Comprehensive Release of Potential Claims against Dr. Mason; 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 Dr. Mason 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 Dr. Mason's duties and obligations related to his 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 Dr. Mason. Notwithstanding the above,

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it is agreed and understood that the releases contained in this Paragraph 8 do not cover any claims which by law the University cannot waive, and any claims to enforce the terms of this Universal Retirement/Separation Agreement and General Release.

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

10. **Existing and Future Tort Claims – Medical Malpractice.** Dr. Mason agrees to fully cooperate in any tort claims filed against the University, including Student Counseling Service, whether he is identified as a party or a witness thereto. Similarly, the University agrees to defend and indemnify Dr. Mason in any such claims, per its usual and customary practices.

11. **Non-Interference and Refrainment Disparaging Remarks.** The Parties mutually agree not to engage in any conduct or communications (including verbal, written, or digital) that could reasonably be interpreted as disparaging any other Party or any of the Parties' respective agents, including family members, employees, students, and/or representatives. Dr. Mason agrees he will not interfere with the operations, recruiting, activities, planned events, or management practices of the Student Counseling Service and of Iowa State University.

12. **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.

13. **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.

14. **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.

15. **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.

16. **Dr. Mason Review.** Dr. Mason acknowledges he was given at least twenty-one (21) days to review and consider this Agreement in its entirety. Dr. Mason understands that he

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Iowa Braille and Sight Saving School
Lakeside Laboratory Regents Resource Center
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**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: **Terry Mason v. Iowa State University**
ICRC, CP# 11-15-68264
EEOC Charge Number 26A-2016-00145C
State of Iowa State Appeal Board Claim No: T160374
State of Iowa State Appeal Board Claim No: T160375

Institutional Staff: **Dr. Terry Mason, former Director of Student Counseling Service**

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson
Reviewer's Signature: [Signature]
Date: 1/12/17 Reviewed: Redacted:

Institution: **Iowa State University of Science and Technology**

Institutional Head's Printed Name: **Dr. Steven Leath, President**

Institutional Head's Signature: [Signature]
Date: January 11 2017 Approve: Deny:

Board of Regents

Executive Director's Printed Name: Robert Donley
Executive Director's Signature: [Signature]
Date: 1.12.17 Approve: Deny: