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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: Consuela Cooper, Iowa State University

Institutional Staff: Mike Norton & Heather Smith, Office of University Counsel

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature: [Signature]

Date: 12/19/19 Reviewed: Redacted:

Institution: Iowa State University

Institutional Head's Printed Name: Wendy Wintersteen

Institutional Head's Signature: [Signature]

Date: 12-13-19 Approve: Deny:

Board of Regents

Executive Director's Printed Name: Mark J. Braun

Executive Director's Signature: [Signature]

Date: 1/29/20 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 Consuela Cooper ("Employee") and Iowa State University of Science and Technology ("University").

RECITALS

WHEREAS, Employee is employed as Senior Associate Director of Recruitment by the University; and

WHEREAS, Employee and the University desire in good faith to settle fully and finally all differences between them.

NOW, THEREFORE, in exchange for their mutual promises and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

AGREEMENT

1. **Resignation and No Reemployment.** When Employee secures employment outside the University of at least a ¾ time appointment, but in no event later than June 15, 2020, Employee shall voluntarily resign from her employment with the University. Employee agrees not to seek or accept employment with the University at any time in the future. Employee agrees that through the effective date of her resignation, she shall be subject to all University policies applicable to Professional & Scientific employees.

2. **Salary and Benefits.** Employee will receive her current salary and all applicable University benefits for the duration of her University employment and will be paid for accrued but unused vacation time in accordance with University policy upon her resignation. Employee agrees that no moving expenses will be provided by the University.

3. **Outplacement Assistance.** In addition to any salary due for services through the date of Employee's resignation from employment, the University agrees that it will provide Employee outplacement assistance with a private service up to a total amount of \$5,000.

4. **Tax Liability.** Employee shall be solely responsible for any and all taxes that may be due by her on the payment in Paragraph 3 and shall hold the University harmless and indemnify it from any liability thereon.

5. **Job Duties.** Upon approval of this Agreement and until Employee resigns from her position at the University, Employee will be Special Assistant to the Associate Vice President for Enrollment Management. Employee will telecommute during this period and is permitted to conduct a job search during working hours using University-issued equipment, but must be available during regular business hours to respond to telephone and email communications as well as video or telephone conference meetings. Until the effective date of her resignation, Employee will forward all email received from internal and external senders outside the Office of

Admissions, other than email directly related to special assignment projects, to a designated employee for processing and response. Additionally, Employee will create an out-of-office email response directing internal and external senders to a designated employee.

6. **Return of Equipment.** Employee agrees that within five (5) working days following the effective date of her resignation, she shall return to the University any and all documents, files, keys, codes, or other materials, as well as any and all physical equipment, materials, supplies or other property of the University.

7. **No Admission of Liability.** This Agreement is not, and shall not in any way be, construed as an admission by the University and/or any party released herein that they engaged in any wrongful acts against or with respect to Employee or that the University and/or any party released herein violated any federal, state, or local laws.

8. **Covenant Not to Sue.** In consideration of the terms and conditions set forth in this Agreement, the sufficiency of which the parties acknowledge, Employee 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 University, the State of Iowa, and the Board of Regents for the State of Iowa, including their 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 this Agreement becomes fully effective (June 15, 2020 or Employee's earlier resignation date), including any continuing effects thereof.

9. **Employee's Full and Comprehensive Release of Claims.** Employee agrees, on behalf of herself and her heirs, executors, administrators, attorneys, and assigns, to hereby waive, release, and forever discharge the University, the State of Iowa, and the Board of Regents for the State of Iowa, 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 University, and/or any party released herein, 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 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. Employee 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. Employee further agrees that upon the effective date of her resignation, she waives 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 her employment with

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.** 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.

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

17. **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 AND UNKNOWN CLAIMS.**

IN WITNESS WHEREOF, and intending to be legally bound hereby, Consuela Cooper and Iowa State University of Science and Technology have executed the foregoing Separation Agreement and Release.



Consuela Cooper
Agreed to on this 10th day of December, 2019.



Wendy Wintersteen, President
Iowa State University of Science and Technology
Agreed to on this 13 day of December, 2019.