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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: TaJuan Wilson, Associate VP for Diversity, Equity & Inclusion
SUI

Institutional Staff: Maria Lukas, Deputy General Counsel
SUI

Office of the Attorney General

Reviewed by (Print Name): Kayla Burkholder Reynolds
Reviewer's Signature: Kayla Burkholder Reynolds
Date: 8/12/19 Reviewed: Redacted: None

Institution: University of Iowa

Institutional Head's Printed Name: J. Bruce Harrelld

Institutional Head's Signature: J. B. Harrelld

Date: 8/12/19 Approve: Deny:

Board of Regents

Executive Director's Printed Name: Mark J. Braun

Executive Director's Signature: Mark J. Braun

Date: 8/12/19 Approve: Deny:

SEPARATION AGREEMENT AND GENERAL RELEASE

This SEPARATION AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into by Tajuan Wilson ("Employee") and the University of Iowa ("University").

RECITALS

WHEREAS, Employee is employed as Associate Vice President for Diversity, Equity and Inclusion by the University and holds a complimentary appointment as adjunct assistant professor (non-tenure track) in the University's Department of Higher Education and Student Affairs in the College of Education; and

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

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

- 1. Resignation:** When Employee secures employment outside the University (other than consulting or part-time work that is not substantially comparable to his current position), but in no event later than January 31, 2020, Employee shall voluntarily resign from his employment with the University. Resignation shall apply to all Employee's employment at the University, including staff and faculty appointments. Employee's consulting work, if any, shall not be for the University of Iowa or any of its units.
- 2. Salary and Benefits:** Employee will receive his current salary and all applicable University benefits for the duration of his University employment and will be paid for accrued but unused vacation time in accordance with University policy upon his resignation. University agrees to waive the repayment of moving expenses (\$25,000) described in Employee's offer letter. Employee may use up to \$7,500, subject to University policies and regular approval protocols, to attend professional development conferences while still a University employee.
- 3. Job Duties:** Upon approval of this Agreement (see Paragraph 11) and until Employee resigns from his position at the University, Employee will be Special Assistant to the Vice President for External Relations. Employee will telecommute during this period and is permitted to conduct a job search during working hours but must be available for consultation, if needed. Until the effective date of his resignation, Employee will maintain his University of Iowa email address.
- 4. No Admission of Liability.** This Agreement is not, and shall not in any way be construed as an admission by University or by the State of Iowa or the Board of Regents of the State of Iowa or any of the Releasees (see Paragraph 7) that it engaged in any wrongful acts against or with respect to Employee or that it or any of the Releasees violated any federal, state or local law.

5. **Employment References.** The University and Employee will issue a mutually agreeable public statement regarding Employee's separation from the University. The University agrees that its Human Resources Office will provide reference information limited to Employee's dates of employment and positions held. Nothing in this Agreement prohibits Employee from seeking references from University employees in their individual capacities.

6. **Waiver and Release.** In consideration for the University's agreement to the terms set forth above, Employee hereby irrevocably and unconditionally releases, remises and forever discharges and covenants not to sue the University, 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 actions, causes of action, suits, debts, charges, 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 he ever had, now has, or he or his 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 University, or any of its directors, officers, agents, employees or representatives, arising from or related to Employee's employment relationship with the University (and compensation and benefits related thereto) or the end thereof, including, but not limited to, any claims arising from any alleged violation by 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. 5701, *et seq.*), Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, *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 the University of Iowa, the State of Iowa, and the Board of Regents for the State of Iowa in their official and individual capacities.

7. **Extinguishment of All Claims, Known or Unknown.** Employee expressly acknowledges that this Agreement is intended to include all claims, whether known or unknown to him, that have arisen prior to or as of execution of this Agreement, and that this Agreement contemplates the extinguishment of any such claims, including but not limited to equitable relief.

8. **Waiver of Right to Damages.** Employee further agrees that he has no entitlement to or right to recover damages against University relating to the subject matter of this Agreement.

9. **Voluntary Agreement.** Employee represents and certifies that he has carefully read and fully understands all of the provisions and effects of this Agreement; that he has been advised to and had the opportunity for consultation with legal counsel; that he is voluntarily entering into this Agreement; and that the University has not made any representations concerning the terms or effects of this Agreement other than those contained in it.

10. **Public Record.** The parties specifically acknowledge that this Agreement is subject to disclosure in response to a request under Iowa's public records law.

11. **Approvals.** The parties acknowledge that this Agreement is subject to Iowa Code 22.13A 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 Attorney General or his designee. This Agreement is not effective until it has received all necessary review and approvals. This Agreement will be posted to the Board of Regents website.

12. **Governing Law.** 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. 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 any of the parties.

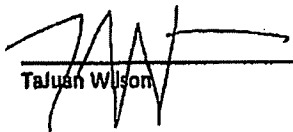
13. **Severability.** Should any provision, sentence, term, or word in this Agreement other than the release and covenant not to sue be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected and said illegal or invalid part, term, provision, sentence, or word shall be deemed not to be a part of this Agreement.

14. **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.

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

PLEASE READ CAREFULLY. THIS SEPARATION AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

TAJUAN WILSON



Tajuan Wilson

8-9-19
Date

THE UNIVERSITY OF IOWA

By: 
David W. Kieft
Business Manager

08/09/2019
Date

By: 
Cheryl Reardon
Chief Human Resource Officer
and Associate Vice President

8-9-19
Date