

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release (hereinafter "Agreement") is entered into by April Randall (hereinafter "Employee") and the University of Iowa, its successors, assigns, parents, subsidiaries, divisions, affiliates, officers, directors, employees, agents and representatives (collectively referred to as "University").

WHEREAS, University and Employee wish to resolve all matters relating to Employee's employment with the University;

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:

1. Resignation and No Reemployment. Employee tenders her resignation from employment with University to be effective September 24, 2014. Accrued vacation and sick leave will be paid to Employee pursuant to University policy following the effective date of resignation. Employee agrees not to seek or accept employment with the University at any time in the future.
2. Unemployment Compensation. The parties agree that the University will not object to Employee's application for unemployment compensation benefits.
3. Waiver and Release. In consideration of the terms set forth above, Employee hereby waives, releases, acquits, and forever discharges the State of Iowa, the State of Iowa Board of Regents, the University, and its officers, employees, and agents (collectively, the "Releasees") from all liability whatsoever for all claims, demands, causes of action, whether known or unknown, and whether or not in litigation which she may have or which could be asserted by another on her behalf, based on any action, omission, or event arising from her employment or tenure or other relationship at the University, through and including the execution date of this Agreement. Such waiver and release includes the withdrawal of any complaints or grievances, currently pending or contemplated against the University, its employees, or its agents.
4. Covenant Not to Sue. Employee further agrees, promises and covenants that neither she, nor any person, organization or any other entity acting on her behalf will file, charge, claim, sue or 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, Board of Regents, State of Iowa, their affiliates and successors and its and their officers, directors, employees, agents and representatives, involving any matter which occurred in the past up to 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.
5. Representation of Comprehension of Agreement. Employee and the University enter into the 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.

6. No Admission of Liability. This Agreement is not, and shall not in any way be construed as an admission by the University or any of the Releasees that s/he/it violated any federal, state or local law. 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 formal legal processes.

7. 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 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 web page.

8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

9. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, arrangements, and communications, whether oral or written, pertaining to Employee's employment with the University.

April Randall

April Randall

April Randall

9/25/14

Date

The University of Iowa

By: Von Stange

Von Stange

9/30/14

Date

Kevin Ward

Kevin Ward

University Human Resources

10/1/14

Date

Carroll Reasoner/jd

Carroll Reasoner

Office of the General Counsel

9-29-14

Date

Governing Iowa's public
universities and special schools
University of Iowa
Iowa State University
University of Northern Iowa
Iowa School for the Deaf
Iowa Braille and Sight Saving School
Lakeside Laboratory Regents Resource Center
Northwest Iowa Regents Resource Center
Quad-Cities Graduate Center
Southwest Iowa 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: April Randall

Institutional Staff: University of Iowa - Jamie Jorgensen, Deputy Counsel

Office of the Attorney General

Reviewed by (Print Name): Diane Stahle
Reviewer's Signature: *Diane Stahle*
Date: 9/26/14 4:00pm Reviewed: Redacted:

Institution: University of Iowa
Institutional Head's Printed Name: Sally Mason
Institutional Head's Signature: *Sally Mason*
Date: 10/6/14 Approve: Deny:

Board of Regents

Executive Director's Printed Name: Robert Donley
Executive Director's Signature: *Robert Donley*
Date: 9.29.14 Approve: Deny: