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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: Kevin Amidon/Iowa State University

Institutional Staff: Michael Norton

Office of the Attorney General

Reviewed by (Print Name): Jeffrey S. Thompson

Reviewer's Signature: [Signature]

Date: 7/15/19

Reviewed: Redacted:

Institution: _____

Institutional Head's Printed Name: _____

Institutional Head's Signature: [Signature]

Date: 7-5-19

Approve: Deny:

Board of Regents

Executive Director's Printed Name: Mark J. Braun

Executive Director's Signature: [Signature]

Date: 7/22/19

Approve: Deny:

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made and entered into on the last date written below, becoming fully effective August 16, 2019, by and between Dr. Kevin Amidon ("Dr. Amidon") and Iowa State University of Science and Technology ("the University"), on behalf of itself and the Board of Regents, State of Iowa ("the Board of Regents"), and their current and former successors, assigns, subsidiaries, divisions, affiliates, officers, directors, employees, agents, and representatives (collectively referred to herein as "the Parties").

RECITALS

WHEREAS, a faculty conduct complaint was filed alleging that Dr. Amidon engaged in conduct prohibited by the Faculty Handbook;

WHEREAS, Dr. Amidon disputed the charges and the process was halted by this Agreement before any final recommendation was made;

WHEREAS, the Parties have a mutual interest in amicably resolving any and all disputes between them and in facilitating Dr. Amidon's voluntary resignation from the University;

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 an 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.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are expressly incorporated by all reference as if fully restated herein, and 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.** Dr. Amidon tenders his resignation from employment with the University to be effective on August 16, 2019. Dr. Amidon will be paid the remainder of his B-base salary for the 2018-2019 academic year during the University's June 2019 payroll. Dr. Amidon agrees not to seek or accept employment with the University at any time in the future.

2. **Return of University Property and Vacation of Office Space.** To assure the off-boarding process is complete by August 16, 2019, Dr. Amidon agrees to return any and all property belonging to the University (including any electronic equipment or devices, documents,

records, keys, access cards, credit cards, etc.), no later than the end of the business day on Friday, August 9, 2019. Any such items should be directed to the Dean of the College of Liberal Arts and Sciences (the Dean). Dr. Amidon agrees to coordinate with the Dean, or designee, to have his office cleared of all personal items as soon as possible, but no later than the end of the business day on Friday, August 9, 2019. The University agrees to provide assistance, oversight, equipment, boxes, and other moving items necessary to assist in packing Dr. Amidon's personal items, and it will coordinate with Dr. Amidon to schedule a time to complete this task that is convenient to Dr. Amidon and allows Dr. Amidon sufficient time to transfer his personal items within the time frames stated herein.

3. **Continuation of Interim Measures.** Dr. Amidon shall continue to honor the interim measures that were put into place by the Office of the Senior Vice President and Provost in response to the underlying faculty conduct complaint. Said interim measures shall remain in effect through the remaining term of Dr. Amidon's employment, ending on August 16, 2019.

4. **The University's Closure of its Faculty Conduct Complaint against Dr. Amidon.** As consideration for the terms and conditions of this Agreement, the University agrees to close the faculty conduct complaint directed against Dr. Amidon, prior to a hearing. The documents underlying the faculty conduct complaint will be held confidential to extent allowed by law.

5. **Dr. Amidon's Covenant Not to Sue.** In consideration of the terms and conditions set forth in this Agreement, the sufficiency of which the parties acknowledge, Dr. Amidon 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 the Parties, including their respective 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 (August 16, 2019), 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. Amidon's Full and Comprehensive Release of Claims.** Dr. Amidon agrees, on behalf of himself and his heirs, executors, administrators, attorneys, and assigns, to hereby waive, release, and forever discharge the Parties, 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 Parties, and/or any party released herein, arising out of or related to his 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. Dr. Amidon 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. Amidon further agrees to waive 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 his employment with the University.

- (b) Claims, actions, causes of action or liabilities arising under any other federal, state, municipal, or local statutes, 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 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 do not cover any claims which by law Dr. Amidon cannot waive and any claims to enforce the terms of this Settlement Agreement and Release.

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

9. **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.

10. **Representation of Amidon.** Dr. Amidon hereby represents and warrants that he (a) has authority to enter into this Agreement; (b) holds any and all claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect his rights to accept payment and release claims under this Agreement; (d) has not received any promise of

further consideration; and (e) does not know of any other person who holds any rights to sue for the causes of action or the claims subject to the releases made hereunder. Dr. Amidon further agrees to indemnify and hold harmless each of the Parties from and against any and all claims, actions, causes of actions, demands, rights, damages, costs, losses of services, expenses, compensation, taxes, or property damages (including attorneys' fees, expenses, and costs of defense) which any person, partnership, corporation, entity, association, agency, or other organization may bring against them alleging facts and circumstances that are contrary to, inconsistent with, or arising from the breach of, the representations and warranties of this paragraph.

11. **Amidon Review.** Dr. Amidon acknowledges he was given at least twenty-one (21) days to review and consider this Agreement in its entirety. Dr. Amidon understands that he may voluntarily waive this review period by signing and returning the Agreement prior to the expiration of twenty-one (21) days. The Agreement waives no rights or claims that may arise after its execution. Dr. Amidon further acknowledges that the terms of this Agreement were negotiated by him, through his legal counsel, over a sufficient period of time so that he now has carefully read and fully understands and accepts the terms contained in this Agreement and their legal effect. Dr. Amidon represents that he has been advised to consult with an attorney prior to signing this Agreement and has done so. Dr. Amidon further represents that his decision to sign or not sign this Agreement is his own voluntary decision made with full knowledge of its terms.

12. **Counterparts.** This Agreement may be signed in counterparts. Faxed or emailed signatures will be deemed originals.

13. **Governing Law and Venue.** This Agreement shall be governed by and construed under the laws of the State of Iowa. Each party consents to the personal jurisdiction of the state courts in Iowa with respect to any action seeking to enforce the terms of this Agreement.

14. **Severability.** Should a court of competent jurisdiction 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.

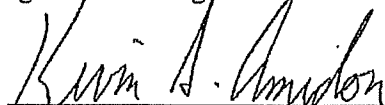
15. **Public Record.** The Parties agree that this Agreement is a public record under Iowa Code Chapter 22. The Parties acknowledge that this Agreement is subject to Executive Order 85 and, as such, must be approved by the Executive Director of the Board of Regents and the President of the University, 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.

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

18. **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 CLAIMS. YOU HAVE A PERIOD OF TWENTY-ONE (21)
CALENDAR DAYS TO CONSIDER THIS RELEASE. IF YOU SIGN THIS
AGREEMENT, YOU WILL HAVE UP TO SEVEN (7) CALENDAR DAYS
FOLLOWING THE DATE YOU SIGN IT TO REVOKE YOUR SIGNATURE. THE
RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THIS
SEVEN (7) CALENDAR DAY PERIOD HAS EXPIRED.**

IN WITNESS WHEREOF, and intending to be legally bound hereby, Kevin Amidon and Iowa State University of Science and Technology, on its own behalf and on behalf of the Board of Regents, have executed the foregoing Settlement Agreement and Release.



Kevin Amidon

Agreed to on this 24th day of June, 2019.



Wendy Wintersteen, President

Iowa State University of Science and Technology

Agreed to on this 5 day of ~~June~~, 2019.

July

Approved as to legal form and content:



Michael Carroll

Attorney for Kevin Amidon

On this 10th day of June, 2019.