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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: James Coppoc v. Iowa State University of Science and Technology and Sidner Larson, 4:15 CV 398 (S.D. Iowa)

Institutional Staff:

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature: _____

Date: 1/17/18

Reviewed:

Redacted:

Institution: Iowa State University of Science and Technology

Institutional Head's Printed Name: _____

Wendy Wintersteen

Institutional Head's Signature: _____

W. Wintersteen

Date: 2-1-2018

Approve:

Deny:

Board of Regents

Executive Director's Printed Name: _____

Mark J. Braun

Executive Director's Signature: _____

MJB

Date: 2/2/18

Approve:

Deny:

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made and entered into on the last date written below by and between James W. Coppoc ("Coppoc"), Sidner J. Larson ("Larson"), and Iowa State University of Science and Technology, 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") (all parties collectively referred to herein as "the Parties" or "the Released Parties").

RECITALS

WHEREAS, Coppoc is the Plaintiff and the University and Larson are Defendants ("Defendants") in an action pending in the United States District Court for the Southern District of Iowa, Case Number 4:15 CV 398 (the "Lawsuit");

WHEREAS, the Parties have a mutual interest in amicably resolving any and all disputes between them;

WHEREAS, the Parties have negotiated this Agreement in good faith to fully settle all differences between them including, but not limited to, those differences embodied in the Lawsuit;

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. **No Reemployment.** Coppoc tendered his resignation from employment with the University effective July 31, 2017. Coppoc agrees not to seek or accept employment with the University at any time in the future.

2. **Neutral Reference.** For reference inquiries directed to the Office of the Dean for the University's College of Liberal Arts and Sciences, the University shall provide a neutral reference regarding Coppoc's employment including job title(s), dates of employment, and base pay. The Board of Regents and the University make no representation about references not directed to the Office of the Dean for the University's College of Liberal Arts and Sciences.

3. **Payment.** As consideration for the terms and conditions set forth in this Agreement, Larson, the Board of Regents, and the University agree that the State of Iowa, on behalf of all Released Parties, will pay to Coppoc the lump sum of \$85,000.00 as compensation for his claimed personal and physical injuries without deduction or withholding made payable to James W. Coppoc. Coppoc acknowledges that this payment is in compromise of a dispute and that such payment is not to be construed as the State of Iowa or any of the Released Parties conceding the reasonableness of any attorneys' fees or costs, and is not to be construed as an admission of liability or wrongdoing on the part of the State of Iowa or any of the Released Parties, and that the State of Iowa and all Released Parties expressly deny any such liability or wrongdoing. Any payment made under this Agreement is subject to Iowa Code Chapter 8A.504.

4. **Tax Liability.** Coppoc shall be solely responsible for any and all taxes that may be due by him on the payment in Paragraph 3 and shall hold the State of Iowa and the Released Parties harmless and indemnify them from any liability thereon.

5. **Dismissal with Prejudice.** The parties stipulate that subsequent to the execution of this Agreement, the parties will file a joint motion to dismiss the Lawsuit with prejudice, and it shall provide that each party will bear its and his own attorney fees and costs. The parties further stipulate that subsequent to the execution of this Agreement, Coppoc will dismiss with prejudice the pending action of James William Coppoc v. Iowa State Board of Regents, State of Iowa, in the Iowa District Court for Story County, Case No. CVCV050217, each party to bear its and his own attorney fees and costs. The Parties further agree that each party will bear its and his own attorney fees and costs in connection with all actions and proceedings covered by this Settlement Agreement and Release.

6. **Stipulation to Request Withdrawal of ICRC and EEOC Charges and Extinguish All Claims.** Upon execution of this Agreement, Coppoc shall request withdrawal of any and all claims pending before the ICRC including, but not limited to, ICRC CP# 01-18-71511, EEOC# 26A-2018-00273C, and, further, request and execute the EEOC Request for Withdrawal of Charge of Discrimination for all of Coppoc's claims against the University and/or the Board of Regents in the Charge and shall request such withdrawals of his claims filed, respectively, with the ICRC and EEOC without any further cost to the University. Coppoc expressly acknowledges that this Agreement is intended to resolve all claims and potential claims against Larson, the University, and the Board of Regents, whether known or unknown to Coppoc, that have arisen prior to or as of the execution of this Agreement by the Parties, and that this Agreement contemplates the extinguishment of any such claims against Larson, the University, and the Board of Regents.

7. **Covenant Not to Sue.** In consideration of the terms and conditions set forth in this Agreement, the sufficiency of which the parties acknowledge, Coppoc 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 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, with the exception of any amounts due for any worker's compensation or unemployment compensation claims, or claims under any insurance policy, plan or contract arising before the effective date of this Agreement. Coppoc agrees and acknowledges that he has notified the University of any such claims.

8. **Coppoc's Full and Comprehensive Release of Claims**. Coppoc agrees, on behalf of his spouse, heirs, executors, administrators, attorneys, and assigns, to hereby waive, release, and forever discharge Larson, in his official and individual capacity, the Board of Regents, and/or the University, 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 Larson, in his official and/or individual capacity, the Board of Regents, and/or the University, and/or any party released herein, involving any matter which occurred in the past up to the date of this Agreement 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 Larson, 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. Coppoc 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. Coppoc 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 8 do not cover any claims which by law Coppoc cannot waive, and any claims to enforce the terms of this Agreement, or

that the remaining Parties have failed to make any payments to or provide any benefits to Coppoc.

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

10. **Full and Comprehensive Release of Potential Claims against Coppoc; Covenant Not to Sue.** The Board of Regents, the University, and Larson hereby covenant, promise, and agree that in consideration of the terms of this Agreement, they waive, fully release, and forever discharge Coppoc 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 Coppoc's duties and obligations related to his employment with the University. The Board of Regents, the University, and Larson covenant, promise, and agree that neither they, nor any person, organization, or any other entity acting on their behalf will file, charge, claim, sue, cause, or permit to be filed, charged, or claimed, any actions for damages or other relief (including injunctive, declaratory, monetary relief, or other) against Coppoc 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. Notwithstanding the above, it is agreed and understood that the releases contained in this Paragraph 10 do not cover any claims which by law the University cannot waive and any claims to enforce the terms of this Settlement Agreement and Release.

11. **Full Satisfaction of Obligations and Liabilities.** Coppoc agrees that the payment of the amount specified in above Paragraph 3 shall be deemed to fully comply and satisfy any of the obligations or liabilities to him from Larson, the Board of Regents, and/or the University, including their respective affiliates, successors, officers, directors, employees, agents, students, and representatives. Coppoc further agrees he will not assert any claim to any payment or any other benefit to him or on his behalf from the same except to enforce the terms of this Agreement.

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. **Representation of Coppoc.** Coppoc hereby represents and warrants that he (a) has authority to enter into this Agreement; (b) holds the 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; (e) does not know of any other person who holds any rights to sue for the causes of action either asserted in the Lawsuit or the claims subject to the releases made hereunder; and (f) shall be solely liable for the reporting and payment of taxes due by him, if any, on the settlement amounts received hereunder. Coppoc further agrees to indemnify and hold harmless each of the Released 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 13.

14. **Coppoc Review.** Coppoc acknowledges he was given at least twenty-one (21) days to review and consider this Agreement in its entirety. Coppoc 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.

15. **Counterparts.** This Agreement may be signed in counterparts.

16. **Governing Law and Venue.** This Agreement is made and entered into in Story County in the State of Iowa, and in all respects shall 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.

17. **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.

18. **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 reviews and approvals. This Agreement will be posted on the Board of Regents' web page.

19. **Required Approvals.** The Parties acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Agreement. The Iowa Attorney General, or his designee, has reviewed and will recommend approval of this Agreement.

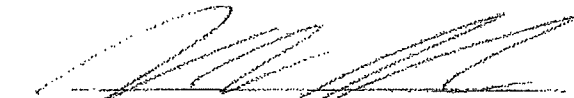
20. **Amendments.** None of the terms or conditions contained herein shall be altered, amended, waived or abandoned, except by prior written agreement of the Parties.

21. **Voluntary and Binding Agreement.** The Board of Regents and the University hereby advise Coppoc, in writing, of his right to consult an attorney before signing the Agreement. By signing below, Coppoc represents and certifies that he freely and voluntarily entered into this Agreement and with the full intent to be bound thereby.

22. **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.**

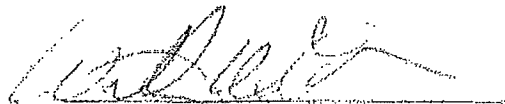
IN WITNESS WHEREOF, and intending to be legally bound hereby, Coppoc, Larson, and Iowa State University of Science and Technology, on its own behalf and the behalf of the Board of Regents, have executed the foregoing Settlement Agreement and Release.


James W. Coppoc
Agreed to on this 31st day of January, 2018.

Wendy Wintersteen, President
Iowa State University of Science and Technology
Agreed to on this ____ day of ____, 2018.

Sidner J. Larson
Agreed to on this ____ day of ____, 2018.

Approved as to legal form & content:

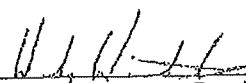

William W. Graham
Attorney for James W. Coppoc
On this 31 day of January, 2018.

Natasha N. Wilson
Attorney for Iowa State University of Science and
Technology
On this ____ day of ____, 2018.

Melissa Schilling
Attorney for Sidner J. Larson
On this ____ day of ____, 2018.

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

James W. Coppoc
Agreed to on this ____ day of ____, 2018.

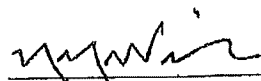


Wendy Wintersteen, President
Iowa State University of Science and Technology
Agreed to on this 1 day of Feb, 2018.

Sidner J. Larson
Agreed to on this ____ day of ____, 2018.

Approved as to legal form & content:

William W. Graham
Attorney for James W. Coppoc
On this ____ day of ____, 2018,

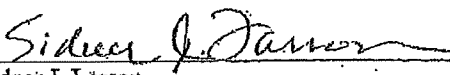


Natasha N. Wilson
Attorney for Iowa State University of Science and
Technology and Sidner J. Larson
On this 1st day of Feb, 2018.

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James W. Coppoc
Agreed to on this ____ day of ____, 2018.

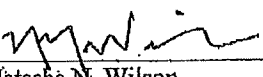
Wendy Wintersteen, President
Iowa State University of Science and Technology
Agreed to on this ____ day of ____, 2018.



Sidner J. Larson
Agreed to on this 1 day of 2, 2018.

Approved as to legal form & content:

William W. Graham
Attorney for James W. Coppoc
On this ____ day of ____, 2018.



Natasha N. Wilson
Attorney for Iowa State University of Science and
Technology and Sidner J. Larson
On this 1st day of Feb, 2018.