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**UNIVERSAL RETIREMENT/SEPARATION AGREEMENT
AND GENERAL RELEASE**

THIS UNIVERSAL RETIREMENT/SEPARATION AGREEMENT AND GENERAL RELEASE (“Agreement”) is made and entered into on the last date written below by and between Dr. Sidner Larson (“Dr. Larson”) and Iowa State University, 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 Regent State of Iowa (“the Board of Regents”) (collectively referred to herein as “the Parties”).

RECITALS

WHEREAS, Dr. Larson filed a complaint with the Iowa Civil Rights Commission (ICRC), ICRC Charge No. CP# 07-14-66064, that was cross-filed with the U.S. Equal Employment Opportunity Commission (EEOC), EEOC Charge No. 26A-2014-00847C (“the Charge”), alleging, *inter alia*, the University engaged in discriminatory conduct against him;

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 Charge and the Parties’ mutual interest in outlining Dr. Larson’s path to retirement;

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 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. **Resignation and No Reemployment.** Dr. Larson tenders his resignation from employment with the University to be effective at the end of the business day on August 14, 2015. Any accrued vacation and sick leave will be paid to Dr. Larson pursuant to University policy following the effective date of resignation. ISU makes no commitment to Dr. Larson regarding medical benefits after his employment ends. Dr. Larson 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.** Dr. Larson 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 August 14, 2015. Any such items should be directly returned to the

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Dean of the College of Liberal Arts and Sciences. Dr. Larson agrees to have his office space cleared of all personal items no later than the end of the business day on August 14, 2015.

3. **Additional Compensation and Consideration**. As consideration for the terms and conditions set forth in this Agreement, the Board of Regents and the University agree, as soon as practicable after receipt of the fully executed original of this Agreement, but not until the expiration of the review and revocation periods described below in Paragraph 10, Waiver of Right under the ADEA, and Paragraph 18, Dr. Larson Review, Dr. Larson shall receive a modified salary as outlined and explained in Attachment A.

4. **Tax Liability**. All payments made hereunder shall be taxed as income and subject to standard withholdings. Should any tax liability, interest, or penalties occur under federal or state law or regulations as a result of the payment made pursuant to this Agreement, Dr. Larson agrees to be solely responsible for, and to timely pay, any and all such obligations and to indemnify, defend, and hold the University and the Board of Regents harmless against any subsequent claims for federal or state taxes, if it is determined that such taxes should have been withheld from the payment made herein or that such payment should have been paid by the University and/or the Board of Regents.

5. **Modified Job Duties**. The Parties mutually agree that Dr. Larson shall continue performing his current job duties for the remainder of the 2015 Spring Semester, including teaching and holding regular office hours. Effective on the date the Parties execute this Agreement, Dr. Larson will begin focusing all of his research efforts on the special project described below in Attachment B. The Parties mutually agree that Dr. Larson shall perform modified job duties for the 2015 Summer Term, as outlined and explained in Attachment B.

6. **Continuation of No-Contact Order**. Dr. Larson shall continue to honor the no-contact restrictions prohibiting Dr. Larson from interacting with individuals specified in the no-contact restrictions through the remaining term of his employment, ending on August 14, 2015.

7. **Stipulation to Request Withdrawal of ICRC and EEOC Charges and Extinguish All Claims**. Upon execution of this Agreement, Dr. Larson shall request withdrawal of any and all claims pending before the ICRC and, further, request and execute the EEOC Request for Withdrawal of Charge of Discrimination for all of Dr. Larson'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. Dr. Larson expressly acknowledges that this Agreement is intended to resolve all claims and potential claims against the University and the Board of Regents, whether known or unknown to Dr. Larson, 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 the University and the Board of Regents.

8. **Covenant Not to Sue**. Dr. Larson 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 Board of Regents or the University, including their respective affiliates, successors, officers, directors, employees, agents, students,

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and representatives, 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.

9. **Dr. Larson's Full and Comprehensive Release of Potential Claims.** Dr. Larson agrees, on behalf of his spouse, heirs, executors, administrators, attorneys and assigns, to hereby waive, release and forever discharge the Board of Regents and/or the University, including their respective affiliates, successors, officers, directors, employees, agents, 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 Board of Regents and/or the University 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 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. Dr. Larson 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. Larson 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 statute, 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 paid 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, but excluding any claims which by law he cannot waive, and any claim that the remaining Parties have failed to make any payments to or provide any benefits to Dr. Larson.

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

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11. **Full and Comprehensive Release of Potential Claims against Dr. Larson.** The Board of Regents and the University hereby covenant and agree that in consideration of the terms of this Agreement, it waives, fully releases, and forever discharges Dr. Larson 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 Dr. Larson's duties and obligations related to his employment with the University.

12. **Full Satisfaction of Obligations and Liabilities.** Dr. Larson agrees that the payments of the amounts specified in above Paragraph 3, Settlement Payment and Consideration, and detailed in Attachment A, shall be deemed to fully comply and satisfy any of the obligations or liabilities to him from the Board of Regents and/or the University, including their respective affiliates, successors, officers, directors, employees, agents, students, and representatives. Dr. Larson further agrees he will not assert any claim to any payment or any other benefit to him or on his behalf from the same.

13. **Non-Interference and Refrainment Disparaging Remarks; Neutral Reference Letter.** The Parties mutually agree to avoid engaging in any conduct or communications (including verbal, written, or digital) intended to disparage any other Party or any of the Parties' respective agents, including family members, employees, students, coaches, and/or representatives. Dr. Larson agrees he will not interfere with the operations, recruiting, and/or management practices of the American Indian Studies Program at the University. Upon request from Dr. Larson, the University will provide a neutral letter describing the basic factual terms and conditions of Dr. Larson's employment, such as dates, titles, and duties.

14. **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.

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

16. **Severability.** Should a court 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.

17. **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

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General, or his designee. This Agreement is not effective until it has received all necessary review and approvals. This Agreement will be posted on the Board of Regents' web page.

18. **Dr. Larson Review.** Dr. Larson acknowledges he was given at least twenty-one (21) days to review and consider this Agreement in its entirety. Dr. Larson 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 Release waives no rights or claims that may arise after its execution.

19. **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.


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

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

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, Dr. Larson, Iowa State University, on its own behalf and the behalf of the Board of Regents, have executed the foregoing Universal Retirement/Separation Agreement and General Release.

DR. SIDNER LARSON



Sidner Larson, PhD

4-8-15

Date

IOWA STATE UNIVERSITY



Steven Loath, President
Iowa State University

March 31, 2015

Date

**Attachment A
Modified Compensation Structure**

1. **Continuation of Regular Pay and ISU Plan Credit.** Dr. Larson shall continue to earn his regular/base salary for March, April, and May 2015. Dr. Larson will continue to receive the same value/non-monetary credit for his participation in the ISU Plan.

Summary of Regular Salary and ISU Plan Credit

2015 Month	Regular / Base Salary	Regular ISU Plan Credit*
March	\$9,111.78	\$591.86
April	\$9,111.78	\$591.86
May	\$4,555.89	\$1,775.58**
June	0	0
July	0	0
August	0	\$591.86

*The ISU Plan Credit is strictly a fringe benefit. This is not salary. Dr. Larson will not receive this monetary amount as part of the cash payments.

**This reflects the University's standard practice of crediting 9-month/B-base faculty ISU Plan participants to cover May, June, and July.

2. **Additional Compensation for Special Project Pay.** Effective March 16, 2015, Dr. Larson will receive additional compensation for the remainder of his employment. Dr. Larson will receive (gross/pre-tax) additional compensation in the amount of: \$5,000 per month for March through and including August, prorated to \$2,500 for both March and August.
3. **Compensation for Completion of Special Project Pay.** Upon the submission of the Special Project, Dr. Larson will receive a one-time payment, also considered additional compensation, for delivery of the completed project in the amount of \$5,000 (gross/pre-tax), which will be added to his last and final regular paycheck that will be issued at the end of August.

Summary of Additional Compensation Paid Pursuant to this Agreement

2015 Month	Additional Compensation/ Special Pay	Completion of Special Project Pay	
March	\$2,500***	0	
April	\$5,000	0	
May	\$5,000	0	
June	\$5,000	0	
July	\$5,000	0	Total Additional Compensation
August	\$2,500	\$5,000	\$30,000

***The Agreement was not executed in time to have the March amount added to Dr. Larson's regularly scheduled March paycheck. This amount will be added to his regularly scheduled April paycheck.

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Attachment B Modified Job Duties

1. Effective on the date the Parties sign this Agreement, Dr. Larson will begin focusing all of his research efforts on the Special Project.
2. During the 2015 Summer term, Dr. Larson will complete his assigned special project. He will be expected to put forth, at a minimum, effort equivalent to a 0.5 FTE.
 - a. Nature of Special Project: Dr. Larson will write a review or benchmarking of three – five (3-5) AIS programs across the United States. There will be no imposition of overly technical conditions relating to the form or content of the special project, but it must be completed meeting the standards expected of faculty work in terms of thoroughness, organization, depth, and bibliographic references (i.e., it needs to reasonably meet the standards one would expect of scholarly work; it must be a quality document of use and value to the University).
 - b. Completion and Submission of the Special Project: Dr. Larson will submit the completed special project to the Dean of the College of Liberal Arts and Sciences (the Dean) no later than at the end of the business day (5:00 pm) on Monday, August 10, 2014. Dr. Larson will submit the document to the Dean in Word, PDF, or another conventional electronic format.
 - c. Performance of Special Project: Location. Dr. Larson will not be required to be on ISU's campus during the 2015 Summer term, as he works on the special project. If Dr. Larson chooses not to work on the special project on campus, he may elect to clear out his office at the end of the Spring semester.
 - d. Emeritus Status Contingent on Completion of Special Project: Presuming Dr. Larson completes the special project in conformance with the terms described herein, upon submission of the special project to the Dean, the University will confer on Dr. Larson the designation of Emeritus Associate Professor of English. With emeritus status, Dr. Larson will indefinitely keep his ISU-issued email account and he will maintain his library access. He will not have office space within the English Department or elsewhere on campus. As an emeritus faculty member, Dr. Larson will be required to abide by all University policies. If Dr. Larson fails to complete and deliver the special project, emeritus status will not be conferred. If Dr. Larson violates University policies in the future, his emeritus status could be revoked.
 - e. Progress Reports on Special Project: In lieu of monthly meetings with or updates to the Chair of the Department of English, Dr. Larson agrees to keep the Dean reasonably informed of the progress he makes on the special project starting in April 2015. Email updates are acceptable. Dr. Larson agrees to communicate with the Dean to the extent necessary to assure that his finished special project is satisfactory in quality and detail and is submitted no later than August 10, 2015.

Governing Iowa's public
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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: Sidner Larson v. Iowa State University
ICRC CP# 07-14-66064
EEOC Charge Number 26A-2014-00847C

Institutional Staff: Sidner (Sid) Larson, Associate Professor, Department of English

Office of the Attorney General

Reviewed by (Print Name): Diane Stahle
Reviewer's Signature: *Diane Stahle*
Date: 4/3/15 2:30 pm Reviewed: Redacted:

Institution: **Iowa State University**

Institutional Head's Printed Name: Dr. Steven Leath, President
Institutional Head's Signature: *Steven Leath*
Date: April 2, 2015 Approve: Deny:

Board of Regents

Executive Director's Printed Name: Robert Dorley
Executive Director's Signature: *Robert Dorley*
Date: April 7, 2015 Approve: Deny: