

IOWA STATE UNIVERSITY
OF SCIENCE AND TECHNOLOGY

Office of University Counsel
3550 Beardshear Hall
515 Morrill Road
Ames, Iowa 50011-2103
515 294-5352
FAX 515 294-1799

October 19, 2020

Jeff Thompson
Office of the Attorney General of Iowa
Hoover State Office Building
1305 East Walnut Street
Des Moines, IA 50319

AIMEE CLAEYS

Re: Glenn Luckinbill Settlement Agreement

Dear Jeff:

Enclosed please find a copy of a Settlement Agreement between Iowa State University and Mr. Glenn Luckinbill. Also enclosed is the Routing/Review Approval of Personnel Settlement Agreement for your signature. After signing please forward to Aimee Claeys at the Board of Regents Office.

Very truly yours,



Melanie Rogotzke
Office Manager

Enc.

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
Western Iowa Regents Resource Center



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Mark J. Braun, Executive Director

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: Glenn Luckinbill, Iowa State University

Institutional Staff: Heather Smith & Michael Norton, Office of University Counsel

Office of the Attorney General

Reviewed by (Print Name): Joseph Thompson
Reviewer's Signature: [Signature]
Date: 10/27/2020 Reviewed: Redacted:

Institution: Iowa State University
Institutional Head's Printed Name: Heidy Wingersteen
Institutional Head's Signature: [Signature]
Date: 10-19-2020 Approve: Deny:

Board of Regents

Executive Director's Printed Name: Mark Braun
Executive Director's Signature: [Signature]
Date: 11/5/2020 Approve: Deny:

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release is made and entered into on the last date written below, by and between Glenn Luckinbill ("Luckinbill") and Iowa State University of Science and Technology ("University") on behalf of itself, the Board of Regents, State of Iowa ("the Board of Regents"), and the State of Iowa, and their current and former successors, assigns, subsidiaries, divisions, affiliates, officers, directors, employees, agents, and representatives (the University, the Board of Regents, and the State of Iowa collectively referred to herein as the "Released Parties" and all parties to this Agreement collectively referred to herein as "the Parties").

RECITALS

WHEREAS, Luckinbill is employed by the University as Director of the Supply Chain Initiative within the Debbie and Jerry Ivy College of Business; and

WHEREAS, at the time of Luckinbill's hire, the University agreed to reimburse Luckinbill's cost of moving to Ames up to a maximum of \$5,000 and an additional 50% of the next \$6,000 in expenses; and

WHEREAS, the University and Luckinbill believe that it is in their best interests to end Luckinbill's employment with the University; and

WHEREAS, the Parties have negotiated this Agreement in good faith to fully set forth the terms of Luckinbill's separation of employment with the University; and

WHEREAS, the Parties acknowledge and agree that this agreement does not constitute any admission of wrong-doing or any admission of violations of applicable contract, law, rule, or policy by either Party; and

WHEREAS, the Parties agree that the terms and conditions 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 reference as if fully restated herein, and in exchange for their mutual promises and for other good and valuable consideration, the sufficiency of which is acknowledged, and intending to be legally bound herein, the Parties agree as follows:

1. **Resignation and No Reemployment.** Luckinbill shall voluntarily resign from his employment with the University effective November 30, 2020. Luckinbill agrees not to seek or accept employment with the University at any time in the future.

2. **Separation Payment.** As consideration for the terms and conditions set forth in this Agreement, the Parties agree that within twenty (20) days after the last date written below, the University, on behalf of the Released Parties, will pay to Luckinbill the lump sum of Eight

Thousand Dollars (\$8,000.00) subject to normal and customary deduction/withholdings payable to Glenn Luckinbill. Luckinbill acknowledges that such payment is not to be construed as an admission of liability or wrongdoing on the part of any of the Released Parties, and that all Released Parties expressly deny any such liability or wrongdoing. Luckinbill shall be solely responsible for any and all taxes that may be due with respect to this payment and shall hold the State of Iowa and the Released Parties harmless and indemnify them from any liability thereon.

3. **Salary and Benefits.** Luckinbill will receive his current salary and all applicable University benefits for the duration of his University employment. Luckinbill agrees to use all accrued vacation time prior to his resignation from employment with the University and that any unused accrued vacation will not be paid to him at the time of separation.

4. **No Admission of Liability.** This Agreement is not, and shall not in any way be, construed as an admission by the University and/or any party released herein that they engaged in any wrongful acts against or with respect to Luckinbill or that the University and/or any party released herein violated any federal, state, or local laws.

5. **Luckinbill's Covenant Not to Sue.** In consideration of the terms and conditions set forth in this Agreement, the sufficiency of which the parties acknowledge, Luckinbill 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 Released 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.

6. **Luckinbill's Full and Comprehensive Release of Claims.** Luckinbill agrees, on behalf of himself and his heirs, executors, administrators, attorneys, and assigns, to hereby waive, release, and forever discharge the University, the State of Iowa, and the Board of Regents for the State of Iowa, 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 University, 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. Luckinbill 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.

- (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 Luckinbill cannot waive and any claims to enforce the terms of this Separation Agreement and Release.

8. **Waiver of Rights under the ADEA.** In consideration of the actions described herein of the Released Parties, Luckinbill voluntarily and knowingly waives any and all rights and claims under the ADEA that may exist before the signing of this Agreement. Luckinbill is hereby advised that he has the right under the ADEA to consult an attorney prior to signing this Agreement (which Luckinbill 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. **University's Full and Comprehensive Release of Claims.** The University agrees to hereby waive, release, and forever discharge Luckinbill, including his heirs, executors, administrators, attorneys, and assigns, 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 Released Parties, involving any matter which occurred in the past up to the date of this Agreement.

10. **Representation of Luckinbill.** Luckinbill 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. Luckinbill further agrees to indemnify and hold harmless the University 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 it

alleging facts and circumstances that are contrary to, inconsistent with, or arising from the breach of, the representations and warranties of this paragraph.

11. **Voluntary Agreement.** Luckinbill 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.

12. **Luckinbill Review.** Luckinbill acknowledges he was given at least twenty-one (21) days to review and consider this Agreement in its entirety. Luckinbill 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. Luckinbill further acknowledges that the terms of this Agreement were negotiated by him 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. Luckinbill represents that he has been advised to consult with an attorney prior to signing this Agreement. Luckinbill further represents that his decision to sign or not sign this Agreement is his own voluntary decision made with full knowledge of its terms.

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

14. **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.

15. **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.

16. **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.

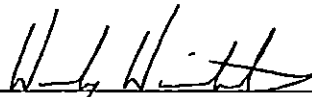
17. **Amendments.** None of the terms or conditions contained herein shall be altered, amended, waived, or abandoned, except by prior written agreement of the Parties.

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 AND UNKNOWN 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, Glenn Luckinbill and Iowa State University of Science and Technology, on its own behalf and on behalf of the Released Parties, have executed the foregoing Separation Agreement and Release.

Glenn Luckinbill
Agreed to on this ____ day of October, 2020.



Wendy Wintersteen, President
Iowa State University of Science and Technology
Agreed to on this 19 day of October, 2020.

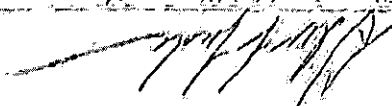
Agreed as to form:



Michael Carroll
Attorney for Glenn Luckinbill

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IN WITNESS WHEREOF, and intending to be legally bound hereby, Glenn Lackinbill
and Iowa State University of Science and Technology, on its own behalf and on behalf of the
Released Parties, have executed the foregoing Separation Agreement and Release.



Glenn Lackinbill
Agreed to on this 11th day of October, 2020.

Wendy Whirsteem, President
Iowa State University of Science and Technology
Agreed to on this day of October, 2020.

Agreed as to form:

Michael Carroll
Attorney for Glenn Lackinbill