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Lakeside Laboratory Regents Resource Center
Western Iowa Regents Resource Center



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JC Risewick, Johnston
Greta Rouse, Emmetsburg

Mark J. Braun, EdD, 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: Separation of Clive Roberts from State University of Iowa

Institutional Staff: Gary Barta, Director of Athletics

Office of the Attorney General

Reviewed by (Print Name): Jeff Thompson
Reviewer's Signature: [Signature]
Date: 7/26/22 Reviewed: Redacted:

Institution: State University of Iowa
Institutional Head's Printed Name: Barbara J. Wilson, PhD, President
Institutional Head's Signature: [Signature]
Date: 7/22/22 Approve: Deny:

Board of Regents

Executive Director's Printed Name: DocuSigned by: Mark Braun
Executive Director's Signature: [Signature]
Date: 7/26/2022 Approve: Deny:

SEPARATION AGREEMENT AND GENERAL RELEASE

This SEPARATION AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into by Clive Roberts ("Employee") and the State University of Iowa ("University").

WHEREAS, Employee was employed by the University beginning August 1, 2013; and,

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

NOW, THEREFOR, in exchange for their mutual promises and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Resignation.** Employee shall voluntarily resign from employment with the Department on July 22, 2022 (last day worked), hereinafter "Separation Date." This is not a resignation in lieu of termination. Employee will receive current salary and all applicable University benefits for the duration of Employee's employment and at separation will be paid for accrued but unused vacation time in accordance with University policy.

2. **Consideration.** In consideration for Employee's execution of, non-revocation of, and compliance with this Settlement Agreement, including Employee's waiver and release of claims in this Agreement, University shall pay on or before August 15, 2022:

- To the Employee \$125,000, subject to all applicable withholdings; and
- To Simmons Perrine Moyer Bergman PLC \$15,000 in attorneys' fees.

Employee agrees that the consideration stated above is the entirety that will be received for any claims or potential causes of action arising from or relating to Employee's employment.

3. **Tax Liability.** Should any tax liability, interest, or penalties be imposed under federal or state law or regulations as a result of the settlement payment made pursuant to this Agreement, Employee agrees to be solely responsible for, and to timely pay, any and all such obligations.

4. **Future Employment.** Employee agrees he will not seek employment with the University in the future. Additionally, Employee agrees he will not host any camps on the University of Iowa campus. Employee agrees not to claim he is currently associated with the University of Iowa going forward. Employee is entitled to accurately state his employment experience with the University of Iowa.

5. **Employment Verification.** The University agrees to provide employment verification limited to Employee's dates of employment and positions held, subject to compliance with University's open records obligations.

6. **Time to Consider Agreement.** Employee acknowledges that Employee has had at least twenty-one (21) days to consider this Agreement.

7. **University Property.** Employee agrees to return to University all University property before the Separation Date. Such property includes without limitation any University keys or access cards, work computer, cell phone, access cards, P-card, and parking pass in Employee's custody or possession.

8. **Waiver and Release.** In consideration for the University's agreement to the terms set forth above, Employee hereby irrevocably and unconditionally releases and forever discharges and covenants (makes a binding legal promise) not to sue the University, the State of Iowa, and the Board of Regents for the State of Iowa, and each of their respective agents, directors, officers, employees, representatives, attorneys, divisions, subsidiaries, affiliates (and agents, directors, officers, employees, representatives and attorneys of such divisions, subsidiaries and affiliates), and their predecessor, successors, heirs, executors, administrators and assigns, and all persons acting by, through, under or in concert with any of them (collectively, the "Releasees"), or any of them, of and from any and all actions, causes of action, suits, debts, charges, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, in law or equity, which Employee ever had, now has, or Employee or Employee's heirs, executors and administrators hereafter may have, particularly against each or any of the Releasees, from the beginning of time to the date of this Agreement, arising from or related to Employee's employment relationship with the University (and compensation and benefits related thereto) or the end thereof, including, but not limited to, any claims arising from any alleged violation by 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. § 2000, *et seq.*); the Age Discrimination in Employment Act (29 U.S.C. § 626 *et seq.*); the Equal Pay Act (29 U.S.C. § 206(d)); the Iowa Civil Rights Act (Iowa Code Chapter 216); Iowa Wage Payment and Collection Law (Iowa Code Chapter 91A); the Americans with Disabilities Act (42 U.S.C. §12101 *et seq.* and related sections and amendments); and any claims in violation of common law or public policy of this state.

- a. Employee acknowledges this release includes all claims against employees of the University of Iowa, the State of Iowa, and the Board of Regents for the State of Iowa in their official and individual capacities.
- b. Employee has read this Agreement in its entirety and understands all of its terms.
- c. Employee knowingly, freely, and voluntarily agrees to all of the terms and conditions stated in this Agreement, including without limitation, the waiver, release, and covenants contained in it.
- d. Employee may revoke the waiver of any ADEA claim for a period of seven (7) days following the date on which Employee signs this Agreement, and the waiver/release of any age discrimination claims shall not become effective or enforceable until the revocation period has expired.

9. **Legal Advice.** Employee was represented at all times by attorney Erin Nathan of Simmons Perrine Moyer Bergman, PLC, prior to executing this Agreement. University was represented at all times by its Office of the General Counsel and the Iowa Attorney General's office prior to executing this Agreement.

10. **Extinguishment of All Claims, Known or Unknown.** Employee expressly acknowledges that this Agreement is intended to include all claims, whether known or unknown to Employee, that have arisen prior to or as of execution of this Agreement, and that this Agreement contemplates the extinguishment of any such claims, including but not limited to

equitable relief. This Agreement does not extinguish claims that cannot be lawfully waived, Iowa Code Chapter 669 rights, or claims arising after the execution of this Agreement, such as an enforcement claim.

11. **Waiver of Right to Damages.** Employee further agrees Employee has no entitlement to or right to recover damages against University relating to the subject matter of the Agreement.

12. **No Admission of Liability.** This Agreement is not, and shall not in any way be construed as an admission of liability by University or by the State of Iowa or the Board of Regents of the State of Iowa or any of the Releasees that it engaged in any wrongful acts against Employee or that it violated any federal, state or local law. This Agreement is not and shall not in any way be construed as an admission of liability by Employee or the Additional Releasees that Employee engaged in any wrongful acts or violated any federal, state or local law.

13. **Approvals and Public Record.** The parties acknowledge that this Agreement is subject to Iowa Code 22.13A 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 Attorney General or his designee. This Agreement is not effective until it has received all necessary review and approvals. The parties specifically acknowledge that this Agreement is subject to disclosure in response to a request under Iowa's public records law. In addition, this Agreement will be posted to the Board of Regents website.

14. **Governing Law and Venue.** This Agreement is made and entered into in the State of Iowa and shall in all respects be interpreted, construed, enforced, and governed under the laws of the State of Iowa. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be in Johnson County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity in state or federal court, which may be available to the State of Iowa and the University as its instrumentality.

15. **Construction and Severability.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. Should any provision, sentence, term, or word in this Agreement other than the release and covenant not to sue be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected and said illegal or invalid part, term, provision, sentence, or word shall be deemed not to be a part of this Agreement.

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, understandings, arrangements, and communications, whether oral or written, pertaining to the subject matter of this Agreement.

17. **Modification of Agreement.** This Agreement shall not be modified or amended except by written agreement of the parties.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS EXCEPT AS SET FORTH HEREIN.

FOR THE EMPLOYEE:

DocuSigned by:
Clive Roberts
AEC72DAAF063409

Clive Roberts

7/22/2022

Date

FOR THE UNIVERSITY:

DocuSigned by:
Gary A. Barta
1EA282EDB0B3465
By: _____
Gary A. Barta
Director of Athletics
7/22/2022

Date

By: *Byrni*

Barbara J. Wilson, PhD
President
7/22/22

Date