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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: Kathleen Boldman v. Madison County Agricultural Extension District,  
et al.  
Madison County District Court, Case No. LACV034853

Institutional Staff: Michael Norton, Heather Smith

#### Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson  
Reviewer's Signature: [Signature]  
Date: 3/26/20 Reviewed:  Redacted:

Institution: Iowa State University [Signature]  
Institutional Head's Printed Name: Wendy Wintersteen  
Institutional Head's Signature: \_\_\_\_\_  
Date: 3-26-2020 Approve:  Deny:

#### Board of Regents

Executive Director's Printed Name: \_\_\_\_\_  
Executive Director's Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Approve:  Deny:



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Institutional Head's Printed Name: \_\_\_\_\_  
Institutional Head's Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Approve:  Deny:

#### Board of Regents

Executive Director's Printed Name: Mark J. Braun  
Executive Director's Signature: [Signature]  
Date: 3/26/20 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 Kathleen Boldman ("Boldman") 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 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 collectively referred to herein as "the Parties").

### RECITALS

**WHEREAS**, Kathleen Boldman is the Plaintiff and the University is a Defendant in an action pending in the Iowa District Court for Madison County, Case Number LACV034853 ("the Lawsuit");

**WHEREAS**, in the Petition, Boldman made claims against Defendant and sought damages;

**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 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. **Dismissal with Prejudice**. The Parties stipulate that within five (5) business days of receipt by Plaintiff's counsel of the payment identified in Paragraph 4 below, Plaintiff will file a dismissal with prejudice as to all claims against Defendant Iowa State University, stating in such dismissal that each party will bear its own attorneys' fees and costs.

2. **Boldman's Full and Comprehensive Release of Claims.** Boldman agrees, on behalf of herself and her heirs, executors, administrators, attorneys, and assigns, to hereby waive, release, and forever discharge the Released 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 Released Parties, involving any matter which occurred in the past up to the date of this Agreement or may have been raised in the Lawsuit. This full and comprehensive release of claims includes, but is not limited to:

- (a) Any claims arising from any alleged violation by the Released 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. Boldman further waives her right to monetary or other recovery should any federal, state, or local administrative agency pursue any claims on her behalf. Boldman 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 her contact 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 her contact 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 Boldman cannot waive and any claims to enforce the terms of this Settlement Agreement and Release. Further, nothing in this release is intended to release Plaintiff's pending claims in the Lawsuit against Defendants Madison County Agricultural Extension District, Brooke Blessington, or their respective insurers.

3. **Boldman's Covenant Not to Sue.** In consideration of the terms and conditions set forth in this Agreement, the sufficiency of which the parties acknowledge, Boldman agrees, promises, and covenants that neither she, nor any person, organization, or any other entity acting on her 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.

4. **Payment.** As consideration for the terms and conditions set forth in this Agreement, the Parties agree that the State of Iowa, on behalf of all Released Parties, will pay Boldman a total gross settlement amount of Twenty Thousand Dollars (\$20,000) ("Settlement Amount"). The Settlement Amount is more fully described as follows:

- (a) The State of Iowa shall issue a check for Twenty Thousand Dollars (\$20,000.00) to Boldman, without deduction or withholding, in compromise of Boldman's claims for non-wage compensatory damages. The State of Iowa will issue Boldman an IRS Form 1099-MISC for this amount.

The Parties agree and understand that any payment made under this Agreement is subject to Iowa Code Chapter 8A.504.

5. **Tax Liability.** Boldman shall be solely responsible for any and all taxes payable or owed by her 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.

6. **Full Satisfaction of Obligations and Liabilities.** Boldman agrees that the payment of the amount specified in above Paragraph 4 shall be deemed to fully comply and satisfy any of the obligations or liabilities to her from the Released Parties. Boldman further agrees she will not assert any claim to any payment or any other benefit to her or on her behalf from the same.

7. **Waiver of Rights under the ADEA.** In consideration of the actions described herein of the Released Parties, Boldman voluntarily and knowingly waives all rights and claims under the ADEA that may exist before the signing of this Agreement. Boldman is hereby advised that she has the right under the ADEA to consult an attorney prior to signing this Agreement (which Boldman has been encouraged to do), that she has a period of at least twenty-one (21) calendar days to consider this Agreement and to the extent that she has signed the Agreement prior to the expiration of that period, she has done so knowingly and voluntarily, and that she is permitted to revoke this Agreement for a period of at least seven (7) calendar days following the signing of this Agreement.

8. **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 Lawsuit so as to avoid the burden, expense, delay, and uncertainties of proceeding through a formal legal process.

9. **Representation of Boldman.** Boldman hereby represents and warrants that she (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 her rights to accept payment and release claims under this Agreement; (d) has not received any promise of

further consideration from or on behalf of Released Parties; (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 her, if any, on the settlement amounts received hereunder. Boldman 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.

10. **Boldman's Review.** Boldman acknowledges she was given at least twenty-one (21) days to review and consider this Agreement in its entirety. Boldman understands that she 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. Boldman further acknowledges that the terms of this Agreement were negotiated by her, through her legal counsel, over a sufficient period of time so that she now has carefully read and fully understands and accepts the terms contained in this Agreement and their legal effect. Boldman represents that she has been advised to consult with an attorney prior to signing this Agreement and has done so. Boldman further represents that her decision to sign or not sign this Agreement is her own voluntary decision made with full knowledge of its terms.

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

12. **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.

13. **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.

14. **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.


15. **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.

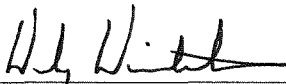
16. **Amendments.** None of the terms or conditions contained herein shall be altered, amended, waived, or abandoned, except by prior written agreement of the Parties.

17. **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, Kathleen Boldman and Iowa State University of Science and Technology, on its own behalf and on behalf of the Board of Regents and the State of Iowa, have executed the foregoing Settlement Agreement and Release.

  
Kathleen Boldman  
Agreed to on this 19<sup>th</sup> day of March, 2020.

  
Wendy Wintersteen, President  
Iowa State University of Science and Technology  
Agreed to on this 26 day of March, 2020.