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University of Iowa  
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University of Northern Iowa  
Iowa School for the Deaf  
Iowa Educational Services for the Blind and Visually Impaired  
Lakeside Laboratory Regents Resource Center  
Western Iowa Regents Resource Center



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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:

ICRC CP#12-21-77700 (UNI student complaint)

Institutional Staff:

Tim McKenna, UNI University Counsel

#### Office of the Attorney General

Reviewed by (Print Name):

*J. E. Thompson*

Reviewer's Signature:

*[Handwritten Signature]*

Date: 4/28/22

Reviewed:

Redacted:

Institution: University of Northern Iowa

Institutional Head's Printed Name: Mark A. Nook

Institutional Head's Signature:

*[Handwritten Signature]*

Date: 4/28/22

Approve:

Deny:

#### Board of Regents

Executive Director's Printed Name: Mark Braun

Executive Director's Signature:

DocuSigned by:  
*[Handwritten Signature]*  
FE898DCFCBED45B...

Date: 4/28/2022

Approve:

Deny:

**SETTLEMENT AGREEMENT  
AND  
GENERAL RELEASE**

This Settlement Agreement and General Release (referred to herein as "Agreement"), is made by and between [REDACTED] (referred to herein as "Complainant") and the University of Northern Iowa (referred to herein as "UNI"), each a "party" and together are "parties" to this Agreement.

**RECITALS:**

A. Complainant filed complaints with the – (1) Iowa Civil Rights Commission (ICRC), CP# 12-21-77700, which was cross-filed with the United States Equal Employment Opportunity Commission (EEOC), EEOC # 26A-2022-000254C, and (2) University of Northern Iowa's Office of Compliance and Equity Management (OCEM) alleging certain violations of law and/or UNI policy 13.02 *Discrimination, Harassment, and Sexual Misconduct*; all together, these are referred to herein as the "Complaints". The Complaints alleged UNI and/or UNI employees discriminated against Complainant on the basis of sexual orientation and gender identity.

B. Complainant and UNI have negotiated this Agreement in good faith to settle fully and finally all differences between the two parties, including, but not limited to, those differences, issues, and concerns embodied in the Complaints;

C. It is understood this Agreement does not constitute an admission by UNI of any violation of law or policy alleged to have occurred in relation to the Complaints;

In consideration of the mutual promises, obligations, and payments contained in this Agreement, it is agreed as follows:

1. Training at UNI -- Housing. In exchange for satisfaction by Complainant of the terms identified in paragraphs 4, 5, 6, and 7 below, UNI agrees it will provide training, as outlined directly below, for persons in UNI Housing-Residence Life, including the Director, Residence Life Coordinators, and Resident Assistants. The training will provide information and support relating to UNI policy 13.02 *Discrimination, Harassment, and Sexual Misconduct*. The

training will be provided by OCEM at or near the beginning of the fall 2022 semester, and is expected to be one-to-three hours in length.

2. **Settlement Payment.** In exchange for satisfaction by Complainant of the terms identified in paragraphs 4, 5, 6, and 7 below, UNI, on behalf of all Released Parties, will pay Complainant a total settlement payment of \$5,000 (the "Settlement Payment"). The Settlement Payment will be made by check and made payable to Complainant within ten (10) business days of UNI receiving the fully executed original of this Agreement, and all reviews and approvals have been received (see paragraph 8 below). Complainant will also need to complete a UNI supplier form prior to payment of the Settlement Payment.

The Settlement Payment is tendered in full, final, and complete settlement of all claims made by Complainant in the Complaints.

3. **Tax Liability.** The Settlement Payment is made in compromise for Complainant's claims for emotional distress and non-wage compensation. Because this payment is not for salary continuation, severance pay, back pay, front pay, or any other form of wage payment, UNI will not withhold any taxes or other withholding from the Settlement Payment. UNI shall cause an IRS Form 1099-MISC to be issued to Complainant for this amount. Should any tax liability, interest, or penalties occur under federal or state law or regulations as a result of the payments made pursuant to this Agreement, Complainant agrees to be solely responsible for, and to timely pay, any and all such obligations and to indemnify, defend, and hold UNI harmless against any subsequent claims for federal or state taxes, if it is determined that such taxes should have been withheld from the Settlement Payment or should have been paid by UNI.

4. **Dismissal of Complaints.** Upon execution of this Agreement, Complainant shall execute the ICRC statement of satisfaction and/or similar document, and file any similar completed document(s) with the EEOC to satisfactorily close the Complaints applicable to the ICRC and EEOC. Upon execution of this Agreement, the parties agree OCEM will close the complaint filed by Complainant referenced above, and consider it satisfactorily closed.

5. **Full and Comprehensive Release.** In consideration of UNI's promise to provide training to persons in UNI Housing-Residence Life and to provide payment to Complainant as set forth in paragraphs 1 and 2 above, Complainant hereby irrevocably and unconditionally releases, remises and forever discharges UNI, the Board of Regents of the State of Iowa, and the State of Iowa (collectively, the "Released Parties") and the Released Parties' 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 predecessors, successors, heirs, executors, administrators and assigns, and all persons acting by, through, under or in concert with any of them (collectively "Releasees"), or any of them, of and from the Complaints and any and all actions,

causes of actions, 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 Complainant ever had, now has, or Complainant or Complainant'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, by reason of any claims against any of the Releasees, arising from or related to Complainant's student or employment relationship with UNI (and compensation and benefits related thereto) or the end thereof, including, but not limited to, any claims arising from any alleged violation by Releasees of any federal, state or local statute, ordinance, policy, or contract, tort or common law, including but not limited to, Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.), the Iowa Civil Rights Act (Iowa Code Chapter 216), and any claims in violation of the common law or public policy of this state. Complainant also warrants and represents that they have received all compensation due to them by UNI as a result of their prior employment with UNI. Notwithstanding the above, it is agreed and understood that the releases contained in this paragraph do not cover any claims which by law Complainant cannot waive and any claims to enforce the terms of this Agreement.

6. Extinguishment of All Claims, Known or Unknown. Complainant expressly acknowledges that this Agreement is intended to include all claims against Releasees, whether known or unknown to Complainant, that have arisen prior to or as of the execution of this Agreement by Complainant, and that this Agreement contemplates the extinguishment of any such claims against all Releasees.

7. Covenant Not to Sue. In consideration of the terms and conditions set forth in this Agreement, the sufficiency of which the parties acknowledge, Complainant agrees, promises, and covenants 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 action for damages or other relief (including injunctive, declaratory, monetary relief, or other) against the Releasees, 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. Notwithstanding the above, it is agreed and understood that nothing contained in this paragraph is intended to or shall interfere with Complainant's right to participate in a proceeding with any appropriate federal, state or local government agency enforcing discrimination laws, nor shall this Agreement prohibit Complainant from cooperating with any such agency in its investigation.

8. Disclosure. 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 (Iowa) and Iowa Code section 22.13A(5), and as such, must be approved by the Executive Director of the Board of Regents and the President of UNI, 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.

9. **Governing Law.** This Agreement is made and entered into in the State of Iowa and shall in all respects be interpreted, enforced and governed under the laws of Iowa. 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.

10. **Severability.** Should any part, provision, sentence, term, or word of this Agreement other than the Full and Comprehensive Release paragraph, the Extinguishment of All Claims paragraph, or Covenant Not to Sue paragraph 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, provision, sentence, term, or word shall be deemed not to be a part of this Agreement.

11. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter of this Agreement.

12. **Voluntary Agreement.** Complainant represents and certifies that they have carefully read and fully understand all of the provisions and effects of this Agreement, that they have been advised to and had the opportunity to thoroughly discuss all aspects of this Agreement with an attorney, that they are voluntarily entering into this Agreement, and that UNI has not made any representations concerning the terms or effects of this Agreement other than those contained within.

[Redacted signature]

(signed)

Date: 4-27-2022

University of Northern Iowa

Leah Gutknecht

(signed)

Leah Gutknecht

Assistant to the President for Compliance and Equity Management

Date: 04.27.2022