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Nancy Dunkel, Dyersville
Jim Lindenmayer, PhD, Ottumwa
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: Mark Kargol, Iowa State University

Institutional Staff: Heather Smith, Office of General Counsel

Office of the Attorney General

Reviewed by (Print Name): Ryan P. Sheahan

Reviewer's Signature: Ryan P. Sheahan

Date: 8/31/2022

Reviewed: Redacted:

Institution: Iowa State University

Institutional Head's Printed Name: President Wendy Wintersteen

Institutional Head's Signature: Wendy Wintersteen

Date: 8-30-2022 Approve: Deny:

Board of Regents

Executive Director's Printed Name: DocuSigned by: Mark Braun

Executive Director's Signature: [Signature]

Date: 8/31/2022 Approve: Deny:

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release ("Agreement") is made and entered into on the last date written below by and between Mark Kargol ("Kargol") 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 to this Agreement collectively referred to herein as "the Parties").

RECITALS

WHEREAS, Kargol is employed as an Assistant Teaching Professor with the University;

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

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

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. **Resignation and No Reemployment.** Kargol shall voluntarily resign from his employment with the University effective August 19, 2022. Kargol 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 thirty (30) days after the last date written below, the University, on behalf of all Released Parties, will pay to Kargol the lump sum of Twenty-Two Thousand, Six Hundred Thirty-Nine Dollars and Fifty Cents (\$22,639.50), subject to normal and customary deduction/withholdings payable to Mark Kargol. Kargol 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. Kargol 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.** Kargol will receive his current salary and all applicable University benefits for the duration of his University employment.

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

5. **Kargol's Full and Comprehensive Release of Claims.** Kargol agrees, on behalf of himself and his heirs, executors, administrators, attorneys, and assigns, to hereby waive, release, and forever discharge the 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 Parties, 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. Kargol 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. Kargol 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 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 Kargol cannot waive and any claims to enforce the terms of this Separation Agreement and Release.

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

7. **Full and Comprehensive Release of Potential Claims against Kargol; Covenant Not to Sue.** The Board of Regents and the University hereby covenant and agree that in consideration of the terms of this Agreement, they waive, fully release, and forever discharge Kargol 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 Kargol's duties and obligations related to his employment with the University and promises and covenants not to 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 Kargol. Notwithstanding the above, it is agreed and understood that the releases contained in this paragraph do not cover any claims or obligations to defend which by law the University cannot waive, and any claims to enforce the terms of this Separation Agreement and Release.

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.

9. **Representation of Kargol.** Kargol 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. Kargol further agrees to indemnify and hold harmless each of the 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. **Kargol's Review.** Kargol acknowledges he was given at least twenty-one (21) days to review and consider this Agreement in its entirety. Kargol 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. Kargol 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. Kargol represents that he has been advised to consult with an attorney prior to signing this Agreement and has done so. Kargol further represents that his decision to sign or not sign this Agreement is his own voluntary decision made with full knowledge of its terms.

11. **Non-Disparagement.** The University and Kargol mutually agree that neither will engage in any conduct or communications (including verbal, written, or digital) that will disparage Kargol or any of the Released Parties or their respective agents, including family members, employees, students, administrators, and/or representatives. If asked for comment regarding this Agreement, each party agrees that their individual response, if any, will be that Kargol and the University mutually agreed that it was in their best interest to end Kargol's employment relationship with the University and to enter into this Agreement. Kargol acknowledges and agrees that with respect to the University, this Non-Disparagement clause applies only to official communications by the University and employees speaking on behalf of the University and not to employees speaking on their own behalf.

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

13. **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.

14. **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.

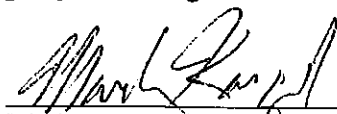
15. **Public Record.** The Parties agree that this Agreement is a public record under Iowa Code Chapter 22. The Parties acknowledge that this Agreement is subject to Executive Order 85 and, as such, must be approved by the Executive Director of the Board of Regents and the President of the University, 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.

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, Mark Kargol 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.



Mark Kargol

Agreed to on this 22 day of August, 2022.



Wendy Wintersteen, President

Iowa State University of Science and Technology

Agreed to on this 30 day of August, 2022.