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Mark J. Braun, EdD, Executive Director

Routing/Review Approval of Personnel Settlement Agreement

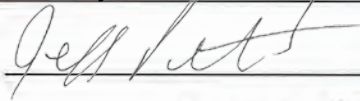
*Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. ****After signing, please return to the attention of BOR – General Counsel.** ** If "denied," please return to BOR – General Counsel.*

In the matter of: **Ai Wen**

Institutional Staff: **Anne Bilder**

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Peterzalek

Reviewer's Signature: 

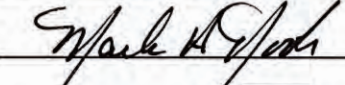
Date: 12/4/24

Reviewed: ☒

Redacted: ☐

Institution: University of Northern Iowa

Institutional Head's Printed Name: Mark A. Nook

Institutional Head's Signature: 

Date: 11/25/2024

Approve: ☒

Deny: ☐

Board of Regents

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

Executive Director's Signature: 

Date: 11/25/2024

Approve: ☒

Deny: ☐

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into by and between Ai Wen, her heirs, estates, executors, administrators, representatives, and assigns (collectively "Wen"), United Faculty, and the University of Northern Iowa, and its officers, employees, agents, predecessors, heirs, executors, successors, related entities and assigns (collectively "UNI"). Wen, United Faculty, and UNI will be referred to jointly as the "Parties."

In consideration of the following promises, the parties agree to the following:

WHEREAS UNI has established a process for Early Promotion & Tenure ("EPT") in the UNI Faculty Handbook;

WHEREAS Wen applied for EPT during the 2023-2024 academic year, to be effective July 1, 2024

WHEREAS Wen was not granted EPT effective July 1, 2024;

WHEREAS United Faculty and Wen filed a grievance pursuant to the procedures outlined in the Handbook challenging UNI's denial of her application for EPT; and

WHEREAS the parties desire to settle all potential outstanding issues between them related to Wen's application for EPT, whether the subject of the above-referenced claims or otherwise, on an amicable basis on the terms and conditions stated in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual releases, covenants, and undertakings hereinafter set forth, and for other valuable consideration, which each party acknowledges, it is agreed as follows:

1. Liability Not Admitted. The Parties agree and acknowledge that this Agreement is the result of a compromise and shall never be construed as an admission by UNI or the Iowa Board of Regents of any liability, wrongdoing, or responsibility on its part or on the part of its predecessors, successors, assigns, agents, representatives, parents, subsidiaries, affiliates, officers, directors, or employees. UNI and the BOR expressly denies any such liability, wrongdoing, or responsibility. It is expressly understood and agreed that neither Party shall be deemed to be a "prevailing party" for the purposes of any fee-shifting statute, rule, or agreement.

2. Dismissal of Grievance. Wen and United Faculty agree to dismiss the pending grievance with prejudice.

3. Early Promotion and Tenure. In exchange for the promises by Wen herein, UNI agrees to the following:

- a. President Mark Nook will recommend Wen for EPT to the BOR at the next regular Board meeting following execution of this Agreement;

- b. If EPT is approved by the BOR, such EPT status, and the salary increase associated with the same as described in paragraph 3(c), will be retroactively applied to July 1, 2024
- c. If EPT is approved by the BOR, Wen will be paid the \$3,700 salary increase associated with EPT, with a lump sum for the prorated amount earned as of the date of Wen's first pay cycle after BOR approval of EPT. The remainder will be paid out in Wen's remaining regular paychecks for the remainder of the 2024-2025 contract year.

The terms of Paragraph 3 shall have no force if Wen revokes her acceptance of this Agreement pursuant to Paragraph 9 (Special Provisions for Age Discrimination).

4. No Precedent Established. The parties agree that this Agreement shall not constitute precedent for any future matter and shall not be cited by any party in any future proceeding, except as it relates to enforcing this specific Agreement.

5. Valid Consideration. Wen expressly agrees and acknowledges that the payments described above are not payments to which she is otherwise entitled. Except as stated above in Paragraph 3 of this Agreement, Wen shall not be entitled to any compensation, remuneration, benefits, or other payments from UNI as a result of this Agreement.

6. Taxes. Wen is not relying on any information provided by UNI, its employees, or its attorneys concerning the tax consequences of payments made under this Agreement. Wen acknowledges and agrees that she is solely and entirely responsible for the payment and discharge of all federal, state, and local taxes, if any, which may, at any time, be found to be due upon or as a result of any amount that is paid by UNI under this Agreement. Wen agrees to indemnify, defend, and hold UNI harmless from any claim or liability asserted against UNI for any taxes and related penalties or interest, relating to the manner in which the payments under Paragraph 3 are allocated and paid under this Agreement.

7. Costs and Fees. Except as specified herein, each party will bear its own respective costs and fees, including attorneys' fees.

8. Release of All Claims. Based upon this Agreement, Wen fully and forever releases and discharges UNI, the BOR, and their respective directors, officers, employees, agents, trustees, administrators, consultants, contractors, and attorneys, whether past, present, or future, and all predecessors, successors, and assigns thereof, from any and all claims, demands, agreements, causes of action, damages, injunctions, and restraints or liabilities of whatever kind, whether in law, equity, or otherwise, and whether now known or unknown or which have ever existed or now exist, or any other claims which could have been but have not been asserted, relating to Wen's application for EPT, the events surrounding her seeking early tenure, and UNI's actions relating to the same.

9. Special Provisions for Age Discrimination. In addition to the provisions contained herein, and by execution of this document, Wen expressly waives any and all rights to claims arising under the Age Discrimination in Employment Act of 1967, as amended, and:

a. Wen acknowledges that her waiver of rights or claims arising under the Age Discrimination in Employment Act of 1967 (the "ADEA") is in writing, written in a manner calculated to be understood, and is understood by him.

b. Wen expressly understands that this waiver refers to rights or claims arising under the Age Discrimination in Employment Act of 1967;

c. Wen expressly understands that by execution of this document, she does not waive any ADEA rights or claims that may arise after the date this Agreement is executed.

d. Wen acknowledges that the waiver of her rights on claims arising under the Age Discrimination in Employment Act of 1967 is in exchange for the consideration outlined above, which is above and beyond that to which she is otherwise entitled to receive from UNI;

e. Wen acknowledges that UNI, by this Agreement, is hereby advising her in writing to consult with an attorney of her choosing prior to executing this document;

f. Wen acknowledges that she has been advised by UNI that she may, but does not have to take, 21 days, which Wen acknowledges is a reasonable period of time, to consider this document,

g. The parties agree that changes, whether material or immaterial, do not restart the running of the 21-day period.

h. This Agreement shall become effective on the eighth day following Wen's signing of the Agreement. Until that time, Wen has the right to revoke her Agreement by sending written notice to UNI.

10. Beneficiaries and Assignability. This Agreement is binding on, and shall inure to the benefit of, the Parties, their heirs, representatives, transferees, principals, estates, executors, administrators, predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, directors and employees.

11. Entire Agreement. This Agreement constitutes the entire agreement, written and oral, of the parties hereto, and it supersedes and replaces all prior negotiations, proposed agreements, understandings, representations and agreements, whether written or oral. No party hereto is relying on any statement or representation of any other party hereto except those, if any, set forth herein. No part of this agreement may be amended, varied, or supplemented in any respect, except by a writing duly executed by each of the parties hereto or their authorized representatives.

12. Counterparts. This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument.

13. Choice of Law. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard for its choice-of-law provisions.

14. Severability. Except as otherwise provided in this Paragraph, if any provision of this Agreement shall be finally determined to be invalid or unenforceable by a court of competent jurisdiction, that part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

15. Knowing/Voluntary Waiver. The Parties acknowledge and agree that they have had sufficient time to consider this Agreement and consult with legal counsel of their choosing concerning its meaning prior to entering into this Agreement. In entering into this Agreement, no Party has relied on any representations or warranties of any other Party, other than the representations or warranties expressly set forth in this Agreement. The Parties further acknowledge that they fully understand this Agreement and the effect of signing and executing the Agreement.

16. Jointly Drafted. Because the Parties have had a full opportunity to consider this Agreement and negotiate its terms, this Agreement is deemed to have been jointly prepared by the Parties, and any uncertainty or ambiguity existing in it shall not be interpreted against any Party as the primary drafter of the Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its meaning and not strictly for or against any of the Parties.

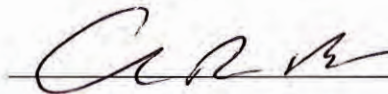
I HAVE READ THIS SETTLEMENT AGREEMENT AND RELEASE AND, UNDERSTANDING ALL OF ITS TERMS, I SIGN IT AS MY FREE ACT AND DEED.

Date: Nov 21, 2024



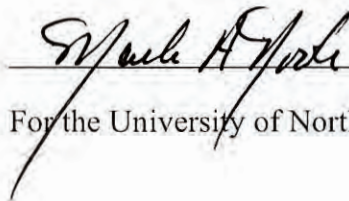
Ai Wen

Date: 11/25/2024



United Faculty, University of Northern Iowa

Date: 11/25/2024



For the University of Northern Iowa