

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into by Joel Uden ("Employee") and the State University of Iowa and the Board of Regents, State of Iowa, their current and former agents, officers, and employees, whether acting in either their official or individual capacities ("University").

WHEREAS, Employee was employed by the University beginning November 27, 1989; and,

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

NOW, THEREFORE, in exchange for their mutual promises and for other good and valuable consideration, and intending to be legally bound by the provisions herein, the parties agree as follows:

1. **Resignation:** Employee agrees to resign his employment with the University voluntarily, effective on or before June 30, 2018, or the date on which he accepts other full-time employment, whichever is earlier. Upon presentation of satisfactory medical documentation from his health care provider, Employee will be placed in a paid leave status beginning September 8, 2017, utilizing sick leave accruals, for the duration of his employment. Employee agrees to repay University the vacation payout and sick leave payout made to Employee following the employment termination in effect on September 7, 2017. Employee will receive all applicable University benefits for the duration of his employment.

2. **Tax Consequences.** Should any tax liability, interest or penalties occur under federal or state law or regulations as a result of the foregoing payment, Employee agrees to be solely responsible for, and to timely pay, any and all such obligations and to indemnify, defend and hold University, and its directors, officers, agents, employees or representatives harmless against any subsequent claims for federal or state taxes, if it is determined that such taxes should have been withheld from the payment. In addition, University makes no representations on the tax consequences of the payment. Employee is responsible to determine the tax consequences of the payment and act accordingly.

3. **Unemployment Benefits.** University agrees not to contest Employee's claim for unemployment benefits upon his resignation from employment.

4. **Future Employment.** Employee will be eligible to reapply or be re-employed with the University through regular employment processes.

5. **Training.** University agrees to provide disability inclusion and awareness diversity training to its Accounting and Financial Reporting (AFR) staff.

6. **Waiver and Release.** In consideration of the terms set forth above, Employee hereby waives, releases, acquits, and forever discharges the State of Iowa, the State of Iowa Board of Regents, the University, and its officers, agents, and employees, whether acting in either their official or individual capacities (collectively, the "Releasees") from all liability whatsoever for all claims, demands, causes of action, whether known or unknown, which he may have or which could be asserted by another on his behalf and which can be legally released by private agreement, based on any action, omission, or event arising from his employment or other relationship with the

University, through and including the date of his signature on this Agreement, including actions claiming violation of the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended, or any other federal, state or local law, common law, order or regulation.

- a. Employee acknowledges that he has had at least twenty-one (21) days to consider this Agreement; and
- b. Employee may revoke his waiver of any ADEA claim for a period of seven (7) days following the date on which he signs this Agreement, and the waiver/release of any age discrimination claims shall not become effective or enforceable until the revocation period has expired.

Employee further agrees to take all necessary action to withdraw all complaints, charges, grievances, or claims, if any, against the Releasees and all individually named respondents with prejudice within five (5) business days of his signature on this Agreement.

**7. Employment References.** A letter of reference stating Employee's dates of employment, positions held, duties, salary rate, and any other language agreed to by the parties will be provided to Employee as part of this Agreement. Employee may use this letter in his job search at his discretion. All requests for employment references regarding his employment will be directed to the Senior Human Resources Representative for Finance and Operations or other University representative agreed upon by the parties. The references provided to employers outside of the University will be limited to information provided in the letter of reference. Nothing in this Agreement prohibits Employee from seeking references from other University employees.

**8. Waiver of Right to Damages.** Employee further agrees, promises and covenants that should he or any person, organization or any other entity acting on his behalf file a charge, claim, or lawsuit, or cause or permit to be filed any charge, claim, or lawsuit, Employee will waive any right to recover damages against University relating to his employment.

**9. Representation of Comprehension of Agreement.** Employee and University enter into this Agreement knowingly and voluntarily with full understanding of the terms and provisions herein, having been advised to and had the opportunity for consultation with legal counsel.

**10. No Admission of Liability.** This Agreement is not, and shall not in any way be construed as an admission by University or any of the Releasees that s/he/it violated any federal, state or local law. The parties have entered into this Agreement for the sole purpose of resolving the employment concerns so as to avoid the burden, expense, delay, and uncertainties of proceeding through formal legal processes.

11. **Public Record.** The parties specifically acknowledge that this Agreement is subject to disclosure in response to a request under Iowa's public records law.

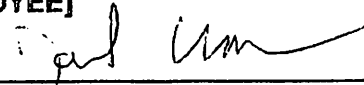
12. **Approvals.** The parties acknowledge that this Agreement is subject to Iowa Code 22.13A and, as such, must be approved by the Executive Director of the Board of Regents and the President of the University and be reviewed by the Attorney General or his designee. This Agreement is not effective until it has received all necessary review and approvals. This Agreement will be posted to the Board of Regents website.

13. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

14. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior agreements, arrangements, and communications, whether oral or written, pertaining to Employee's employment with the University.


The Agreement shall not be modified or amended except by written agreement of the parties.

[EMPLOYEE]


  
\_\_\_\_\_  
Joel Uden

4/2/18  
\_\_\_\_\_  
Date

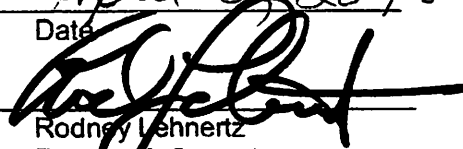
THE UNIVERSITY OF IOWA

By:   
\_\_\_\_\_  
Cheryl Reardon  
University Human Resources

4/2/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Carroll Reasoner  
Office of the General Counsel

April 5, 2018  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Rodney Lehnertz  
Finance & Operations  
4-5-18  
\_\_\_\_\_  
Date

Governing Iowa's public universities and special schools

University of Iowa  
Iowa State University  
University of Northern Iowa  
Iowa School for the Deaf  
Iowa Braille and Sight Saving School  
Lakeside Laboratory Regents Resource Center  
Northwest Iowa Regents Resource Center  
Southwest Iowa Regents Resource Center



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Mark J. Braun, 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: Joel J. Uden

Institutional Staff: Nathan Levin, Deputy Counsel

#### Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature: [Signature]

Date: 4/23/18

Reviewed:  Redacted:

Institution: The State University of Iowa

Institutional Head's Printed Name: J. Bruce Harrold, President

Institutional Head's Signature: [Signature]

Date: April 24, 2018

Approve:  Deny:

#### Board of Regents

Executive Director's Printed Name: Mark J. Braun

Executive Director's Signature: [Signature]

Date: 4/25/18

Approve:  Deny: