

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into by Andrew Lidral ("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, on or about July 18, 2014, EMPLOYEE filed a charge of discrimination with the Iowa Civil Rights Commission, CP# 07-14-66012, cross-filed with the EEOC as complaint # 26A-2014-00805C (the "Complaint"); and,

WHEREAS, Employee and University have concluded discussions concerning the issues surrounding the Complaint and Employee's employment with the University; 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. Reduced Appointment:** Employee agrees to reduce his University appointment from 100% to 50% effort beginning on January 1, 2016. Employee's salary and benefits will be adjusted accordingly at the time Employee's appointment is reduced to 50% and he will accrue sick and vacation time thereafter in accordance with University policy.
- 2. Resignation:** Employee agrees to resign his employment with University on or before July 31, 2016 and will be paid for accrued but unused vacation time in accordance with University policy.
- 3. Job Duties:** As of the effective date of this Agreement, Employee will be expected to continue current assigned duties, including service on the College of Dentistry Admissions committee, lecturing, mentoring of post-doctoral scholars or medical fellows in his current capacity, and other duties agreed to by the parties.
- 4. Payment to Employee.** On the condition that Employee does not revoke his acceptance of this Agreement or breach any of its terms prior to the date of Employee's resignation, University agrees to pay to Employee the sum of \$143,000.00, subject to standard payroll withholdings and contributions, and to Employee's counsel, Marcus Mills, the sum of \$23,000.00 (collectively, the "Settlement Payment"). The Settlement Payment will be made by the University within ten business days of Employee's date of resignation. At such time, Payment will be delivered to the law firm of Kennedy, Cruise, Frey & Gelner, LLP. The Settlement Payment is tendered in full, final, and complete settlement of all claims made by Employee in connection with his

employment with the University and for any attorney fees, expenses, and costs that Employee and/or his attorney(s) may have incurred.

5. Request to Withdraw Complaint. Employee agrees to take all necessary action to request withdrawal of the Complaint against University and all individually named respondents with prejudice within five (5) business days of his signature on this Agreement.

6. 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 the 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, the 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.

7. Future Employment. Employee agrees that he will remain in University's employ until the date of his resignation as provided herein, but will not otherwise seek or accept employment with the University in any capacity as of the execution date of this Agreement.

8. 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 tenure 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. Such waiver and release includes a request to withdraw the Complaint and any other complaints or grievances, currently pending or contemplated against the University, its employees, or its agents.

- 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.

9. Employment References. A letter of reference stating Employee's dates of employment, positions held, duties, salary rate, that Employee resigned his employment voluntarily, 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 Dean of the College of Dentistry or other Collegiate 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. Employee may ask other individuals employed by the University to serve as personal references by mutual agreement. University agrees not to make any oral or written statement about Employee which is intended or reasonably likely to criticize or disparage Employee or otherwise degrade his reputation.

10. 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.

11. 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.

12. 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.

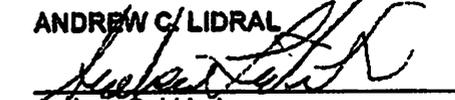
13. Public Record. The parties specifically acknowledge that this Agreement is subject to disclosure in response to a request under Iowa's public records law.

14. Approvals. The parties acknowledge that this Agreement is subject to Executive Order Number 85 and must be approved by the Executive Director of the Board of Regents and the head of the institution 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 web page.

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

16. **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.

ANDREW C. LIDRAL


Andrew C. Lidral

12-22-15

Date

THE UNIVERSITY OF IOWA
By: 

David C. Johnsen
Dean, College of Dentistry

11-3-15

Date



Kevin Ward
University Human Resources

11/3/15

Date



Carroll Reasoner
Office of the General Counsel

Nov 3, 2015

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
Quad-Cities Graduate Center
Southwest Iowa Regents Resource Center



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Executive Order Number Eighty-Five 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: Andrew Lidral

Institutional Staff: Jamie Jorgensen

Office of the Attorney General

Reviewed by (Print Name):

Diane Stahle

Reviewer's Signature:

Diane M. Stahle

Date:

11-3-15

Reviewed:

Redacted:

Institution: University of Iowa

Institutional Head's Printed Name:

Jean E. Robillard, M.D.

Institutional Head's Signature:

Jean E. Robillard

Date:

10/20/2015

Approve:

Deny:

Board of Regents

Executive Director's Printed Name:

Robert Donley

Executive Director's Signature:

Robert Donley

Date:

11.03.15

Approve:

Deny: