

SETTLEMENT AGREEMENT

AND

GENERAL RELEASE

This Settlement Agreement and General Release, hereinafter Agreement, is made by and between Timothy Richmond, hereinafter Complainant, and the Board of Regents, State of Iowa (BOR), the University of Northern Iowa (UNI) and the UNI Department of Public Safety (DPS), hereinafter Respondent.

RECITALS:

A. The Complainant filed a complaint with the U.S. Equal Employment Opportunity Commission (EEOC), EEOC Charge No. 443-2014-01021C, that was cross-filed with the Iowa Civil Rights Commission (ICRC), CP# 10-14-66465, hereinafter Charge, alleging the Respondent had discriminated against him on the basis of race.

B. The Complainant and Respondent have negotiated this Agreement in good faith to settle fully and finally all differences between them, including, but not limited to, those differences embodied in the Charge and AFSCME Grievance Number 117975 for the sole purpose of resolving the aforementioned disputes, thus avoiding the burden, expense, delay and uncertainties of litigation;

C. It is understood this Agreement does not constitute an admission by the Respondent or any of its directors, officers, agents, employees or representatives of any violation of federal, state or local law or that the Respondent's actions were unwarranted, unjustified, in bad faith, against any public policy of the State of Iowa, discriminatory or otherwise as alleged to have occurred in the Charge;

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

1. Position at UNI. UNI agrees it will amend the basis for the Complainant's separation from employment from discharge for cause to voluntary resignation effective May 20, 2014. The Complainant will confirm this amendment by submitting a letter of resignation

with his signature. Furthermore, UNI shall draft a neutral letter of reference that will include only the following:

- a. Dates of the Complainant's employment at UNI.
- b. Position held by the Complainant.
- c. The rate of pay the Complainant received in his position at UNI.
- d. The Complainant resigned from his position at UNI effective May 20, 2014.

2. **Settlement Payment.** Respondent agrees that when counsel of record for the Respondent receives the fully executed original of this Agreement and the settlement agreement to AFSCME Grievance Number 117975, the Respondent will prepare and deliver two checks to the law office of SWISHER & COHRT, P.L.C. in the gross amount of \$60,000.00 for resolution of the Charge. The Settlement Payment shall be allocated in the following manner:

- a. A check for the amount of \$40,000.00 made payable to:

TIMOTHY RICHMOND

- b. A check for the amount of \$20,000.00 made payable to:

SWISHER & COHRT, P.L.C.
528 West Fourth Street
P.O. Box 1200
Waterloo, IA 50704

The Settlement Payment is tendered in full, final, and complete settlement of all claims made in the Charge, in AFSCME Grievance Number 117975, and for any and all other legal action, including, but not limited to union grievances, the Complainant may have subsequently filed in connection with the Charge for damages, attorney's fees, expenses, and costs that the Respondent and/or her attorneys may have incurred.

3. **Tax Liability.** Because this payment is not for salary continuation, severance pay, back pay, front pay, or any other form of wage payment, the University of Northern Iowa/State of Iowa will not withhold any taxes or other withholding from the Settlement Payment. 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, the Complainant agrees to be solely responsible for, and to timely pay, any and all such obligations and to indemnify, defend, and hold the Respondent 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 the Respondent.

4. **Stipulation for Withdrawal.** Upon execution of this Agreement, Respondent shall execute the EEOC Request for Withdrawal of Charge of Discrimination for all of the Complainant's claims against the Respondent in the Charge and shall file the Request with the EEOC without any further cost to any party.

5. **Full and Comprehensive Release.** In consideration of the amendment of separation from employment from a discharge for cause to a resignation and payment by Respondent to Complainant set forth in paragraphs 1 and 2, Complainant hereby irrevocably and unconditionally releases, remises and forever discharges the Respondent and its agents, directors, officers, employees, representatives, attorneys, divisions, subsidiaries, affiliates (and agents, directors, officers, employees, representatives and attorneys of such divisions, subsidiaries and affiliates), and its 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 any and all actions, causes of actions, suits, debts, charges, the Charge, 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 he ever had, now has, or he or his heirs, executors and administrators hereafter may have, particularly against each other or any of the Releasees, from the beginning of time to the date of this Agreement, by reason of any claims against the Respondent, or any of its directors, relationship with the Respondent (and/or compensation and benefits related thereto) or the end thereof. This Release specifically includes any and all matters or allegations which are the subject matter of the Charge; any and all claims or potential claims, including retaliation alleged to have occurred since the filing of the Charge; and any and all violations or potential violations 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 Equal Pay Act (29 U.S.C. § 206(d)); the Iowa Civil Rights Act (Iowa Code Chapter 216); Iowa's Wage Payment Collection Law (Iowa Code Chapter 91A); and any claims in violation of the common law or public policy of this state.

6. **Extinguishment of All Claims, Known or Unknown.** The 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 Releasees.

7. **Disclosure.** The Complainant and Respondent agree that this is a public record under Iowa law. This Agreement is subject to Executive Order 85 and must be approved by the President of the University of Northern Iowa and the Executive Director of the Board of Regents and reviewed by the Attorney General or his designee. This Agreement shall become effective once it has received all necessary approvals and review. Once in effect it shall be posted to the Board of Regents website.

8. **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.

9. **Severability.** Should any part, provision, sentence, term, or word of this Agreement other than the release and extinguishment of all claims 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, term, provision, sentence, or word shall be deemed not to be a part of this Agreement.

10. **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.

11. **Voluntary Agreement.** The Complainant represents and certifies that he has carefully read and fully understands all of the provisions and effects of this Agreement, that he has thoroughly discussed all aspects of this Agreement with his attorney, that he is voluntarily entering into this Agreement, and that the Respondent has not made any representations concerning the terms or effects of this Agreement other than those contained within.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

ON BEHALF OF RESPONDENTS


Timothy Richmond Date
Complainant

By:  12-8-14
Michael Hager Date
Senior Vice President for
Administration & Financial Services
UNI

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: Timothy Richmond
EEOC Charge No. 443-2014-01021C/ AFSCME No. 117975

Institutional Staff: Tim Cook - BOR

Institution: University of Northern Iowa

Institutional Head's Printed Name: William N. Rudd

Institutional Head's Signature: _____

Date: 12/05/2014

Approve:

Deny:

Board of Regents

Executive Director's Printed Name: _____

Executive Director's Signature: _____

Date: Dec 6, 2014

Approve:

Deny:

Office of the Attorney General

Reviewed by (Print Name): _____

Reviewer's Signature: _____

Date: 12/8/14 10:30 am

Reviewed:

Redacted: