

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into by Aaron Votroubek ("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 has been employed by the University since 2001; 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 University on or before December 4, 2015. The University agrees to treat Employee's resignation as a voluntary resignation and documentation will so reflect that designation.

2. **Unemployment Insurance.** The University agrees not to contest Employee's application for unemployment benefits.

3. **Future Employment.** Employee agrees that he will not seek or accept employment with the University in any capacity following his resignation.

4. **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.

5. **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.

6. **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.

7. **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.

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

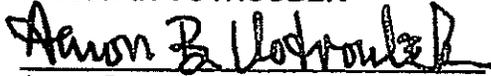
9. **Approvals.** The parties acknowledge that this Agreement is subject to Executive Order Number 85 and must be approved by the Executive Director of the Board of Regents and the head of the institution and be reviewed by the Attorney General or his designee. This agreement is not effective until it has received all necessary review and approvals. This agreement will be posted to the Board of Regents web page.

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

11. **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.

AARON B. VOTROUBEK

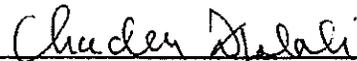


Aaron B. Votroubek

12/3/15

Date

THE UNIVERSITY OF IOWA

By: 

Chaden Djalali
Dean, College of Liberal Arts and
Sciences

12/4/15

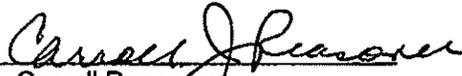
Date



Kevin Ward
University Human Resources

12/3/2015

Date



Carroll Reasoner
Office of the General Counsel

12/3/2015

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

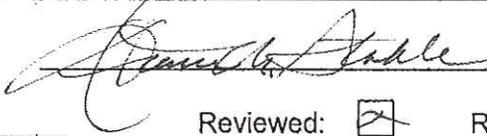
Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. ****After signing, please return to the attention of BOR – General Counsel.**** If "denied," please return to BOR – General Counsel.

In the matter of: Aaron Votroubek

Institutional Staff: Jamie Jorgensen, Office of the General Counsel

Office of the Attorney General

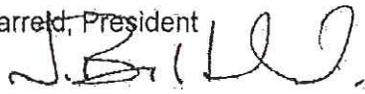
Reviewed by (Print Name): Diane M. Stahle

Reviewer's Signature: 

Date: 12/9/15 Reviewed: Redacted:

Institution: University of Iowa

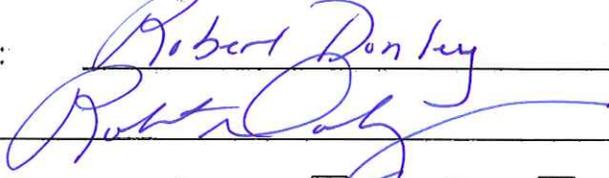
Institutional Head's Printed Name: Bruce Harreld, President

Institutional Head's Signature: 

Date: 12/8/15 Approve: Deny:

Board of Regents

Executive Director's Printed Name: Robert Donley

Executive Director's Signature: 

Date: 12.17.15 Approve: Deny: