

Des Moines Area Community College

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Board of Directors Meeting Minutes

3-26-2003

Board of Directors Meeting Minutes (March 26, 2003)

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March 26, 2003

Board of Directors
Des Moines Area Community College

Special Meeting
March 26, 2003 – 5:30 p.m.
Eldon Leonard Board Room
Ankeny, Iowa

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Closed session in compliance with Iowa Code Chapter 21.5(1)(i).
5. Consideration of action regarding President's contract.
6. Adjourn.

Board of Directors
Des Moines Area Community College
2006 South Ankeny Boulevard
Ankeny, Iowa 50021

SPECIAL MEETING
MARCH 26, 2003

A special meeting of the Des Moines Area Community College Board of Directors was held at the Eldon Leonard Board Room, Ankeny Campus on March 26, 2003. Board Chair, Joe Pugel called the meeting to order at 5:31 p.m.

ROLL CALL

Members Present: Harold Belken, Steve Goodhue, Kevin Halterman, Lloyd Hill, Naomi Neu, Ben Norman, Joe Pugel, Wayne Rouse, Madeline Tursi.

Others present: Greg Martin, Board Treasurer, Peter Pashler and Mike Galloway, Ahlers Law Firm and other interested staff and community leaders.

APPROVE TENTATIVE
AGENDA

Goodhue made a motion to approve the tentative agenda as presented, second by Tursi.

Motion passed unanimously. Aye-Belken, Goodhue, Halterman, Hill, Neu, Norman, Pugel, Rouse, Tursi. Nay-none.

CLOSED SESSION –
EVALUATION/PERFORMANCE

Hill made a motion; second by Rouse that the Board hold a closed session as provided in Section 21.5(1)(i) of the Open Meetings Law to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

Motion passed unanimously on a roll- call vote. Aye-Belken, Goodhue, Halterman, Hill, Neu, Norman, Pugel, Rouse, Tursi. Nay-none.

RETURN TO OPEN
SESSION

The Board returned to open session at 6:58 p.m.

APPROVE
SEPARATION/TERMINATION
OF DMACC PRESIDENT

Steve Goodhue made a motion; second by Rouse to give the Board Chair, on behalf of the DMACC Board, the authority to sign and execute the separation/termination agreement with DMACC and David C. England. Attachment #1.

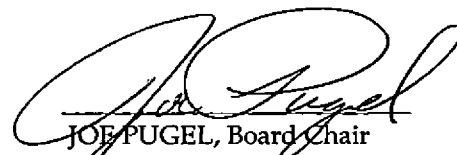
Motion passed on a roll-call vote. Aye-Belken, Goodhue, Halterman, Hill, Neu, Norman, Pugel, Rouse, Tursi. Nay-none.

ADJOURN

A motion to adjourn was made by Hill; second by Halterman.

Motion passed unanimously and at 7:00 p.m. Board Chair Pugel adjourned the meeting.


TRUDY LITTLE, Board Secretary


JOE PUGEL, Board Chair

*Peter
Parker*

**TERMINATION OF EMPLOYMENT
AGREEMENT AND RELEASE**

between

David C. England and
Des Moines Area Community College

1. This Termination of Employment Agreement and Release is entered into by Des Moines Area Community College (the "College"), and David C. England ("England"), an employee of the College.

2. By entering this agreement, England resigns his employment effective upon approval of this agreement by the Board of Directors of the College.

3. In return for resigning and agreeing to this release, England shall receive his contracted compensation and health insurance benefits through April 24, 2003 plus accumulated unused vacation (17.8 days). Thereafter England's health insurance from the College shall only be available through C.O.B.R.A.

4. England shall forfeit any interest in annuity benefits found in paragraph 16 of the "President's Contract" (copy attached). England shall also forfeit any payments for April of 2003 for 'housing', 'car' and 'expense' payments pursuant to the "President's Contract".

5. England agrees that the amount in paragraph 3 above constitutes complete satisfaction for all claims against the College including, but not limited to, claims pursuant to the "President's Contract", claims for vacation, holidays, sick leave, insurance benefits, retirement benefits and contract compensation.

6. Based upon this Agreement, England fully and forever releases and discharges the College and its 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, 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, including but not limited to, claims, liabilities, or causes of action relating to or arising out of England's recruitment, hiring, employment, or separation from employment with the College, such as (by way of example only) claims under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621 et seq., Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000 et seq., The Civil Rights Act of 1991, the Americans With Disabilities Act, 42 U.S.C. §§12181-12189, The Employee Retirement Income Security Act of 1974, as amended, the Iowa Civil Rights Act, as amended, Iowa Code §§216 et seq., Iowa Code §70A.28, the Iowa Wage Payment Collection Law, Iowa Code §91A, claims under any local rule, state or federal statute, claims under common-law, claims for breach of

contract, claims for any tort, claims for any wrongful discharge, or any other claims which could have been but have not been asserted.

7. England further agrees not to sue or to institute or cause to be instituted any kind of claim or action in any federal, state, or local agency or court against the College, or the individuals referenced in paragraph 6, arising out of or attributable to England's employment, or separation from employment with the College, or any other action or cause of action released above.

8. England agrees to fully cooperate with the College upon its request in its administrative inquiry into alleged misconduct.

9. England further acknowledges that he has been advised of his right to consult an attorney and has had the opportunity to consult an attorney prior to signing this Agreement. England signs this agreement **knowingly and voluntarily**.

10. Following the date of his signing of this Agreement, England shall have seven (7) days to revoke the Agreement, and this Agreement shall not be effective until this seven (7) day period has expired.

**CAUTION: READ CAREFULLY!
TERMINATION OF EMPLOYMENT
AGREEMENT AND RELEASE INCLUDES
A RELEASE OF ALL CLAIMS!**

FOR THE COLLEGE

FOR THE EMPLOYEE

By: _____

Board Chair

By: _____

David C. England

Date: _____

Date: 3/25/03