

MEDIATION AGREEMENT

President Beverlee McClure and Dr. Chis Gilmer (“the parties”) entered into voluntary mediation regarding their work relationship on January 30, 2017, utilizing Steven A. Chavez as the mediator. Both parties agreed in advance that the mediation was strictly voluntary.

The parties have agreed to the following negotiated settlement terms “in principle” to resolve the dispute between them.

The parties further agree that the below mentioned terms are subject to review and approval by them and their respective legal counsel, if they so desire.

The parties further agree that the below terms will be reduced to an additional writing by legal counsel for the University subject to final review and approval by Board of Trustees of Adams State University (ASU) since the tenor of the mediation transformed into a settlement negotiation to resolve legal claims. The terms will be presented to the Trustees at the next scheduled trustee’s meeting.

TERMS OF AGREEMENT

1. The University agrees to pay, in a lump sum, Dr. Gilmer’s salary until June 30, 2017;
2. The University further agrees to pay Dr. Gilmer that amount of money, in a lump sum, that would equal the University’s health insurance contribution until June 30, 2017;
3. University Trustee Arnold Salazar agrees to serve as a employment reference for Dr. Gilmer and to have available in Dr. Gilmer’s personnel file a written reference that can be provided to future employers based on language that the parties agree upon;
4. Neither the University or President McClure will take any legal recourse against Dr. Gilmer or his spouse based on events that occurred up and until the date a settlement agreement is executed;
5. Dr. Gilmer will issue a statement titled “STATEMENT OF DR. CHRIS GILMER” which contains language the both President McClure and Dr. Gilmer negotiated and agreed upon. See attachment;
6. Dr. Gilmer and his spouse agree not to make any disparaging remarks against the University or President McClure now or in the future. Dr. Gilmer understands that if he violates this term that President McClure has the right to exercise any legal recourse under the law against him that includes the disclosure of information in her possession;
7. In consideration of the above, Dr. Gilmer agrees to resign his position with the University, with prejudice, effective the date of the forthcoming settlement agreement.
8. Dr. Gilmer further agrees to withdraw with prejudice the complaint he filed against President McClure.

The parties agree that the above terms represent the terms they have agreed on to resolve the dispute between them.

[Redacted Signature]

President Dr. Beverlee J. McClure,

Dated: 1.31.17

[Redacted Signature]

Dr. Chris Gilmer,

Dated: 1-31-17