



Sherry Bates, President, Scranton  
Greta Rouse, President Pro Tem, Emmetsburg  
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Robert Cramer, Adel  
Nancy Dunkel, Dyersville  
Christine Hensley, Des Moines  
Jim Lindenmayer, PhD, Ottumwa  
JC Risewick, Johnston

Mark J. Braun, EdD, Executive Director

### 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: Richard Baker

Institutional Staff: Ann Byrd, Deputy Counsel

#### Office of the Attorney General

Reviewed by (Print Name): Jeffrey Peterzalek, Deputy Attorney General Civil Lit

Reviewer's Signature:

Date: 2/13/25 Reviewed:  Redacted:

Institution: The University of Iowa

Institutional Head's Printed Name: Barbara J. Wilson, Ph.D.

Institutional Head's Signature:

Date: 2/11/25 Approve:  Deny:

#### Board of Regents

Executive Director's Printed Name: Mark Braun

Executive Director's Signature:   
DocuSigned by: FE898DCFCBED45B...

Date: 2/13/2025 Approve:  Deny:

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE (“Agreement”) is entered into by Richard Baker (“Employee”) and the University of Iowa (“University”).

WHEREAS, Employee was employed as a faculty member by the University College of Liberal Arts & Sciences Department of Mathematics (“Department”) beginning in 1989 and became a tenured associate professor in the Department in 1995; and

WHEREAS, the University and the Employee desire in good faith to settle fully and finally all differences between them.

NOW, THEREFORE, in exchange for their mutual promises and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Retirement.** As of the date of the last signatory below, Employee shall voluntarily retire from employment with the Department retroactive to December 31, 2024 (“Separation Date”) and Employee relinquishes any and all rights he may hold to tenure at the University of Iowa. Employee will be paid his full salary and benefits through December 31, 2024. Employee will be paid for accrued but unused vacation and sick leave time in accordance with University policy.

2. **Consideration.** In consideration for Employee’s execution of, non-revocation of, and compliance with this Settlement Agreement, including Employee’s waiver and release of any and all claims as set forth below, the University agrees to pay Employee a total gross settlement sum of two hundred thousand dollars (\$200,000.00) to be paid over the course of three separate, equal payments as follows:

- i. \$66,666.67 within 10 business days of the receipt of the last required Approval (see Section 13, below) and in no event prior to the expiration of the 7-day period described in Section 7.f, below.
- ii. \$66,666.67 on or before May 30, 2025.
- iii. \$66,666.67 on or before September 30, 2025.

All settlement payments will be issued through university accounts payable and subject to 1099 tax reporting. Employee is responsible for payment of all state, federal, and any other required taxes or assessments. Settlement payments will be made by direct deposit and any tax-related documents, such as the 1099s, shall be sent to Employee at the following address:

Richard Baker  
712 2<sup>nd</sup> Avenue  
Iowa City, Iowa 52245

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Employee is responsible for notifying the University of any address change(s) and accurate direct deposit information.

3. **Tax Liability.** Should any tax liability, interest, or penalties be imposed under federal or state law or regulations as a result of the settlement payments made pursuant to this Agreement, Employee agrees to be solely responsible for, and to timely pay, any and all such obligations.

4. **Emeritus Status.** University agrees that as of the date of the last signatory below, Employee is eligible for automatic emeritus status pursuant to University policy.

5. **Future Employment.** Employee will not be eligible for re-employment with the University.

6. **Attorney's Fees and Expenses.** Employee has sole responsibility for payment of his attorneys' fees and expenses related to or arising out of the matters addressed by this Settlement Agreement.

7. **Good Faith Resolution.** This agreement is a good faith settlement of all issues arising from the Employee's employment. No promises for any other or future consideration have been made by anyone. The above consideration is all that will be received for any claims, potential causes of action, or grievances arising from or relating to the Employee's employment, and the parties agree that such consideration is sufficient.

8. **Waiver and Release.** In consideration for the University's agreement to the terms set forth above, Employee hereby irrevocably and unconditionally releases, remises and forever discharges and covenants not to sue the University, the State of Iowa, and the Iowa Board of Regents, and each of their respective agents, directors, officers, employees, representatives, attorneys, divisions, subsidiaries, affiliates (and agents, directors, officers, employees, representatives and attorneys of such divisions, subsidiaries and affiliates), and their predecessor, successors, heirs, executors, administrators and assigns, and all persons acting by, through, under or in concert with any of them (collectively, the "Releasees"), or any of them, of and from any and all actions, causes of action, suits, debts, charges, allegations, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, in law or equity, which Employee ever had, now has, or Employee or Employee's heirs, executors and administrators hereafter may have, particularly against each or any of the Releasees, from the beginning of time to the date of this Agreement, by reason of any claims against the University, or any of its directors, officers, agents, employees or representatives, arising from or related to Employee's employment relationship with the University (and compensation and benefits related thereto) or the end thereof and matters or allegations, including but not limited to any

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claims arising from any alleged violation by the University 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. § 2000, *et seq.*), the Age Discrimination in Employment Act (29 U.S.C. § 626 *et seq.*); the Equal Pay Act (29 U.S.C. § 206(d)); the Iowa Civil Rights Act (Iowa Code Chapter 216); Iowa Wage Payment and Collection Law (Iowa Code Chapter 91A); the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.* and related sections and amendments); and any claims in violation of common law or public policy of this state. Employee acknowledges this release includes all claims against employees of the University of Iowa, the State of Iowa, and the Iowa Board of Regents in their official and individual capacities. Employee further agrees:

- A. Employee has read this Agreement in its entirety and understands all of its terms.
- B. Employee knowingly, freely, and voluntarily agrees to all of the terms and conditions stated in this Agreement, including without limitation, the waiver, release, and covenants contained in it.
- C. Employee agrees and acknowledges that the consideration provided under this Agreement includes consideration for this waiver of claims under the ADEA.
- D. Employee has consulted with an attorney prior to executing this Agreement and has engaged the legal counsel of the Bradley & Riley PC law firm for that purpose.
- E. Employee acknowledges that Employee was informed that Employee has had at least twenty-one (21) days in which to review and consider this Agreement, to review the information as required by the ADEA, a copy of any materials attached to and made part of this Agreement, and to consult with an attorney regarding the terms and effect of this Agreement.
- F. Employee may revoke the waiver of any ADEA claim for a period of seven (7) days following the date on which Employee 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. Extinguishment of All Claims, Known or Unknown.** Employee expressly acknowledges that this Agreement is intended to include all claims, whether known or unknown to Employee, that have arisen prior to or as of execution of this Agreement, and that this Agreement contemplates the extinguishment of any such claims, including but not limited to equitable relief. This Agreement does not extinguish claims that cannot be lawfully waived, Iowa Code Chapter 669 rights, or claims arising after the execution of this Agreement, such as an enforcement claim.

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10. **Waiver of Right to Damages.** Employee further agrees that Employee has no entitlement to or right to recover damages against the University relating to the subject matter of this Agreement.

11. **No Admission of Liability.** This Agreement is not and shall not in any way be construed as an admission by University, or by the State of Iowa, or by the Iowa Board of Regents, or by any of the Releasees, that it/they engaged in any wrongful acts against Employee or that it/they violated any federal, state or local law, or university policy.

12. **University Property.** Employee agrees that his electronic employee access to University property will expire as of December 31, 2024. The University agrees to coordinate continued access to Employee's office for purposes of removing his personal property for a period of 30 days from the date this Agreement receives final approval. All electronic equipment and other property of the University must be returned to the Department on or before December 31, 2024, including but not limited to key cards, computers, laptops, etc.

13. **Public Record.** The parties specifically acknowledge that this Agreement is a public record, is required by law to be posted on the Iowa Board of Regents website, and 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 Iowa Code 22.13A and as such, must be approved by the Executive Director of the Board of Regents and the President of the University and must be reviewed by the Attorney General or her designee. This Agreement is not effective until it has received all necessary review and approvals.

15. **Governing Law and Venue.** This Agreement is made and entered into in the State of Iowa and shall in all respects be interpreted, construed, enforced, and governed under the laws of the State of Iowa. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be in Johnson County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity in state or federal court, which may be available to the State of Iowa and the University as its instrumentality.

16. **Construction and Severability.** 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. Should any provision, sentence, term, or word in this Agreement other than the release and covenant not to sue 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.

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17. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, understandings, arrangements, and communications, whether oral or written, pertaining to the subject matter of this Agreement.

18. **Modification of Agreement.** This Agreement shall not be modified or amended except by written agreement of the parties.

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

**EMPLOYEE**

Signed by:  
*Richard Baker*  
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Richard Baker, PhD

Date: 2/6/2025 | 7:19 PM CST

**THE UNIVERSITY OF IOWA**

Signed by:  
*Kevin Kregel*  
E2CB1E4CA5D34F3...  
By: \_\_\_\_\_  
Kevin Kregel, PhD  
Executive Vice President and Provost  
2/10/2025

Date: \_\_\_\_\_

DocuSigned by:  
*Sara Sanders*  
41A454B962B746B  
By: \_\_\_\_\_  
Sara Sanders, PhD  
Dean, College of Liberal Arts & Sciences  
2/10/2025  
Date: \_\_\_\_\_