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Greta Rouse, President Pro Tem, Emmetsburg  
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Nancy Dunkel, Dyersville  
Jim Lindenmayer, PhD, Ottumwa  
Michael J. Richards, MD, West Des Moines  
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: Brian Hodous

Institutional Staff: Kristin Bauer Davis, Associate Counsel, BOR

#### Office of the Attorney General

Reviewed by (Print Name): Stan Thompson, Deputy AG for Civil Lit

Reviewer’s Signature: 

Date: 6/5/2024

Reviewed:

Redacted:

Institution: University of Iowa

Institutional Head’s Printed Name: Barbara J. Wilson

Institutional Head’s Signature: 

Date: June 7, 2024

Approve:

Deny:

#### Board of Regents

Executive Director’s Printed Name: Mark Braun

Executive Director’s Signature:  DocuSigned by:   
 FF898DCECBED45B

Date: 6/5/2024

Approve:

Deny:

**BOARD OF REGENTS, STATE OF IOWA, STATE  
UNIVERSITY OF IOWA AND BRIAN HODOUS**

**GRIEVANCE SETTLEMENT AGREEMENT**

The State University of Iowa (Employer or SUI) and Brian Hodous (hereinafter Grievant) enter into the following Settlement Agreement, which reflects the Parties' mutual desire to resolve any disputes or grievances arising from the Grievant's employment. Accordingly, the parties agree to the following:

1. **Lump Sum Payment.** Employer will provide the Grievant with a one-time lump sum payment of three thousand dollars (\$3,000.00) and SUI shall issue an IRS Form 1099 for such payment. This action by SUI shall constitute a full, final and complete financial settlement for any claims or grievances made by the Grievant relating to the discipline and termination of Grievant's employment. Any payments made under this Agreement will be subject to such withholding requirements as specified under state and federal law.
2. **Hiring Eligibility.** Grievant will not apply for, accept, or be eligible for reemployment in any guest services position(s) at the University of Iowa Hospitals and Clinics (UIHC). If Grievant applies for any guest services position(s) at UIHC, Grievant will not be considered for such position(s). If Grievant is hired into any guest services position(s) at UIHC, Grievant's employment will be subject to immediate termination.
3. **Withdrawal of Grievances.** In consideration of the foregoing, the Grievant will withdraw grievances on a date no later than that on which this Agreement is effective.
4. **Waiver and Release.** In consideration for SUI's agreement to the terms set forth above, Grievant hereby irrevocably and unconditionally releases, remises and forever discharges and covenants not to sue the University, the State of Iowa, and the Board of Regents, State of Iowa, 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 the (collectively, the "Releasees"), or any of them, of and from any and all actions, causes of action, suits, debts, charges, the Allegations, 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 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 that are the subject matter of the Allegations, including, but not limited to, any 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 Board of Regents, State of Iowa in their official and individual capacities.

- a. Grievant has read this Agreement in its entirety and understands all of its terms.
  - b. Grievant 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.
5. **Good Faith.** This Settlement Agreement is a good faith settlement of all issues arising from the facts alleged in the grievances. 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 or potential causes of action addressed and arising from the Grievant's claims in the grievances, and the parties agree that such consideration is sufficient.
  6. **No Admission of Liability.** This Settlement is not, and shall not in any way be construed as an admission by SUI or by the State of Iowa or the Board of Regents, State of Iowa or any of the Releasees that it engaged in any wrongful acts against Grievant or that it violated any federal, state or local law.
  7. **Tax Liability.** Should any tax liability, interest, or penalties be imposed under federal or state law or regulations as a result of the Lump Sum Payment made pursuant to this Agreement, Grievant agrees to be solely responsible for, and to timely pay, any and all such obligations.
  8. **Approvals.** The settlement is subject to Iowa Code section 22.13A and must be approved by the Executive Director of the Board of Regents and the President of the State University of Iowa and reviewed by the Attorney General or designee. This settlement 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.
  9. **Public Record.** This settlement agreement is a public record pursuant to Chapter 22 of the Iowa Code and is available for public inspection and copying.
  10. **Extinguishment of All Claims, Known or Unknown.** Grievant expressly acknowledges that this Settlement Agreement is intended to include all claims and grievances, whether known or unknown to Grievant, that have arisen prior to or as of execution of this Agreement, and that this Agreement contemplates the extinguishment of any such claims and grievances, including but not limited to equitable relief.

11. **Governing Law and Venue.** This Settlement 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 defense or 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 SUI as its instrumentality.

12. **Entire Agreement.** This Settlement 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.

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

Dated this 28th day of May, 2024.

**FOR THE EMPLOYER:**

Kristin Bauer Davis 6/5/2024  
25772E726CF04C0... Date  
Kristin Bauer  
Merit System Director & Associate

**Counsel, BOR**

Kyle Anson 6/5/2024  
327820EE08A6407... Date  
Kyle Anson

Interim Associate VP

UI Health Care HR  
DocuSigned by:

Cheryl Reardon 6/5/2024  
1F2A454F5D9F4A8... Date  
Cheryl Reardon

Chief HR Officer & Associate VP  
University Human Resources

**FOR THE EMPLOYEE:**

Brian P. Hodous 6/4/2024  
Date  
Brian Hodous

James Sindler 06/04/2024  
Date  
James Sindler

Union Representative