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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: Dr. Thorsten Rudroff

Institutional Staff: Maria Lukas, Deputy General Counsel

Office of the Attorney General

Reviewed by (Print Name): Jeff Peterzalek

Reviewer's Signature:

Date: June 21, 2024 Reviewed: Redacted:

Institution: State University of Iowa

Institutional Head's Printed Name: Barbara J. Wilson, PhD, President

Institutional Head's Signature:

Date: June 19, 2024 Approve: Deny:

Board of Regents

Executive Director's Printed Name: Mark Braun

Executive Director's Signature:

Date: 6/20/2024 Approve: Deny:

SETTLEMENT AGREEMENT AND GENERAL RELEASE

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

WHEREAS, Employee was employed as an assistant professor by the University Department of Health and Human Physiology (“Department”) in the College of Liberal Arts and Sciences beginning in 2018, and became associate professor in the Department in 2021;

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

NOW, THEREFOR, 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. Resignation in Lieu of Termination: Effective June 30, 2024 (“Separation Date”), Employee voluntarily agrees to resign from employment in lieu of termination and to relinquish his tenure rights.

2. Agreed Restrictions: Employee agrees to the following restrictions and understands that any question he might have about their applicability is his responsibility to clarify:

- a. Employee shall not initiate contact with or respond to contact from any of the three graduate students referred to as “Complainants” in the University’s investigation reports, by any means, including texts or other messaging, social media, phone, email, personal or indirect methods; and
- b. Employee shall not enter the University building where the Department of Health and Human Physiology is housed.

3. Consideration: In consideration for Employee’s execution of, non-revocation of, and ongoing compliance with this Settlement Agreement, including Employee’s waiver and release of claims in this Agreement, the University agrees to pay Employee a Settlement Payment of \$15,000, paid as follows:

- a. A payment in the amount of \$5,905.00 subject to all regular payroll adjustments, including without limitation deductions for taxes, shall be made to Employee by direct deposit.
- b. A second payment in the amount of \$9,095.00 shall be made to Kennedy Law Firm, PC for attorneys’ fees.

4. Pending Proceedings. On the Effective Date of this Agreement (see Paragraph 14), the University will suspend any internal proceedings regarding Employee. Subject to all other terms and conditions of this Agreement, the University will dismiss such proceedings on the Separation Date.

5. Communication with External Agencies. The University will comply with its regulatory requirements and/or grant terms and conditions in communicating with funding and oversight agencies, including notification of the results of the University's internal investigation. Those requirements include full and truthful responses and full cooperation in any agency investigations, in responding to agency requests for information or documents and any other required communication. This is true whether Employee is employed at the University or not.

6. 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 or potential causes of action arising from or relating to the Employee's employment, and the parties that such consideration is sufficient.

7. Future Employment. Employee agrees that he will not seek or accept employment with the University or any part of it as of the Separation Date.

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, each of the three graduate students referred to as complainants in the University's investigations reports ("Complainants"), 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, 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, the Complainants or any of the University's directors, officers, agents, employees or representatives, arising from or related to Employee's employment relationship with the University (including compensation and benefits related thereto) or the end thereof, 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 the Complainants, employees of the University of Iowa, the State of Iowa, and the Iowa Board of Regents in their official and individual capacities.

- 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 is advised to consult with an attorney prior to executing this Agreement and Employee has done so and has engaged the legal counsel of the Kennedy 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 claims for 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.

10. Waiver of Right to Damages. Employee further agrees that Employee has no entitlement to or right to recover damages against 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 the Iowa Board of Regents or 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.

12. University Property. Employee agrees that his electronic employee access to University property will expire on the Separation Date. No later than July 31, 2024, Employee agrees to return to the University all other University property. Such property includes without limitation any university keys or access cards, electronic computing devices, mobile phones, purchasing cards, and parking passes in Employee's custody, possession, or control, in addition to all research equipment (as defined in UI Policy Manual §V-12.2) in Employee's custody or control, purchased with University institutional funds.

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

14. Approvals and Effective Date. 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 Iowa Board of Regents and the President of the University and be reviewed by the Attorney General or her designee. This Agreement shall become effective on the Effective Date, which shall be the first date on which all necessary review and approvals have been completed. This Agreement will be posted to the Board of Regents website.

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.

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



Thorsten Rudroff (Jun 18, 2024 10:53 CDT)

Thorsten Rudroff

Date: 18/06/24

THE UNIVERSITY OF IOWA

DocuSigned by:

By: E2CB1E4CA5D34F3...
Kevin C. Kregel, PhD
Executive Vice President and Provost
6/19/2024
Date: _____

DocuSigned by:

By: 41A454B962B746B...
Sara Sanders, PhD
Dean, College of Liberal Arts and Sciences
6/19/2024
Date: _____