



STATE OF ARKANSAS
BUREAU OF
LEGISLATIVE RESEARCH

Marty Garrity, Director
Kevin Anderson, Assistant Director
for Fiscal Services
Matthew Miller, Assistant Director
for Legal Services
Jessica Whittaker, Assistant Director
for Research Services
Eric Sanders, Assistant Director
for Information Technology Services

*Claims Review/Litigation Reports Oversight Subcommittee
of the Arkansas Legislative Council
Claims Subcommittee of the Joint Budget Committee
Statement of Redaction of Confidential Information*

Style of Case: Rodriguez v. University of Arkansas

Docket Number: EEOC Charge No. 493-2024-02350

Type of Matter (please circle one): Claims Review Litigation Reports Oversight

As indicated by my signature below:

- I acknowledge that documents submitted to the Subcommittee may be published or disseminated by the Subcommittee for purposes of its consideration and those documents that are published or disseminated by the Subcommittee will be considered subject to disclosure under the Freedom of Information Act of 1967, Arkansas Code § 25-19-101 et seq.
- I further acknowledge that it is my responsibility to review each document submitted to the Subcommittee and make any necessary redactions.
- I certify that I have reviewed each document submitted herein and have redacted all confidential information excluded from public access by Arkansas Supreme Court Administrative Order No. 19, § VII, and the Freedom of Information Act of 1967, Arkansas Code § 25-19-101 et seq., including without limitation an individual's home address, personal email address, personal phone number, date of birth, social security number, information identifying a minor child, medical records, and financial account numbers.
- If a redacted document has been submitted, I have also included a non-redacted copy of the same document that may be considered exempt from disclosure under Arkansas Code § 25-19-105.

Bill Kincaid
Signature
Bill Kincaid
Name

Managing Associate General Counsel (Fayetteville)
University of Arkansas
Title and Agency
June 21, 2025
Date

ADDENDUM TO STATE AGENCY LITIGATION NOTIFICATION FORM

The University of Arkansas respectfully requests approval of a Settlement Agreement and Release between the University and Dr. Sarah Rodriguez.

Dr. Rodriguez was employed as an assistant professor of History on the University's Fayetteville campus from on or about August 15, 2016, until on or about May 11, 2025. Dr. Rodriguez alleges that she was subjected to discrimination on the basis of race and sex in the denial of her application for promotion and tenure.

Although the University denies Dr. Rodriguez's claims, differences of opinion over the strength of her record and the application of a departmental standard would present difficulties in defending the matter. In addition, litigation of this matter would be time consuming, would likely require funds to be expended on one or more depositions, would entail inherent risk of paying Dr. Rodriguez's legal fees, and take away from resources that could be spent on other pressing matters.

The University therefore participated in a resolution process facilitated by the EEOC and negotiated an early settlement to eliminate these risks. The settlement agreement is subject to approval of the State's Chief Fiscal Officer with the advice of the Legislative Council or the Joint Budget Committee. See Ark. Code Ann. § 19-4-1614. A copy of a letter from the State's Chief Fiscal Officer is one of the items submitted with this request.

The Office of the General Counsel believes the settlement amount of \$34,000 is reasonable under the circumstances and is in the best interests of the state and therefore respectfully requests the approval of the Legislative Council or Joint Budget Committee under Ark. Code Ann. § 19-4-1614(c).



State of Arkansas
Bureau of
Legislative Research

Marty Garrity, Director
Kevin Anderson, Assistant Director
for Fiscal Services
Eric Sanders, Assistant Director
for Information Technology
Matthew Miller, Assistant Director
for Legal Services
Jessica Whittaker, Assistant Director
for Research Services

State Agency Litigation Notification Form

Dear Agency Director:

Arkansas Code § 10-3-312 requires that any agency or institution that is not represented by the Attorney General shall notify the Director of the Bureau of Legislative Research of pending litigation so that the appropriate legislative committee may “determine the action that may be deemed necessary to protect the interests of the General Assembly and the State of Arkansas in that matter.”

In order to submit a report regarding pending litigation pursuant to Arkansas Code § 10-3-312, please complete the following form for each pending lawsuit, along with a cover letter to the Director of the Bureau of Legislative Research, and submit to desikans@blr.arkansas.gov.

DATE REPORTING:	
Agency:	University of Arkansas
E-mail:	wkincaid@uark.edu
Phone:	479-575-5401
Contact:	Bill Kincaid, Managing Associate General Counsel
1. STYLE OF THE CASE BEING LITIGATED	
EEOC Charge No. 493-2024-02350	
2. IDENTITY OF THE TRIBUNAL BEFORE WHICH THE MATTER HAS BEEN FILED (COURT)	
United States Equal Employment Opportunity Commission	
3. BRIEF DESCRIPTION OF THE ISSUES INVOLVED	
Dr. Sarah Rodriguez was employed as an assistant professor of History on the University's Fayetteville campus from on or about August 15, 2016, until on or about May 11, 2025. Dr. Rodriguez alleges that she was subjected to discrimination on the basis of race and sex in the denial of her application for promotion and tenure. The EEOC facilitated resolution discussions that resulted in a \$34,000 settlement agreement, subject to the approval of the State's Chief Fiscal Officer with the advice of the Legislative Council or the Joint Budget Committee. See Ark. Code Ann. 19-4-1614.	
3A. OTHER DESCRIPTION INFORMATION	
Docket Number	EEOC Charge No. 493-2024-02350
Date Filed	June 12, 2024
Defendant	University of Arkansas
Defendant Attorney	University of Arkansas Office of the General Counsel
Plaintiff	Sarah Rodriguez
Plaintiff Attorney	Lucy Fitzhugh
4. ANY OTHER RELEVANT INFORMATION	
Attached please find the following: (1) Addendum summarizing this matter; (2) Statement of Redaction Form; (3) Redacted copy of Dr. Rodriguez's EEOC charge; (4) Redacted copy of Settlement Agreement and Release; and (5) Copy of letter from the State's Chief Fiscal Officer.	
4A. OTHER RELEVANT INFORMATION	
Case History	
Relief Sought	The University of Arkansas respectfully requests approval of this Settlement Agreement and Release.
Current Status	

A.C.A. § 10-3-312

Current through all laws of the 2017 Regular Session and 2017 First Extraordinary Session, including changes and corrections by the Arkansas Code Revision Commission.

- Arkansas Code Annotated
- Title 10 General Assembly
- Chapter 3 Committees
- Subchapter 3-- Legislative Council

10-3-312. NOTIFICATION OF LAWSUITS AFFECTING STATE.

- (a) In order that the General Assembly may take whatever steps it deems necessary concerning lawsuits which may affect the State of Arkansas, its officials, or its financial resources:
 - (1) The Attorney General shall notify the Director of the Bureau of Legislative Research who is the Executive Secretary to the Legislative Council as soon as possible after the Attorney General becomes involved in such litigation;
 - (2) When any state agency or any entity which receives an appropriation of funds from the General Assembly becomes involved in litigation without representation by the Attorney General, the director or administrative head of the agency shall notify the Director of the Bureau of Legislative Research as soon as possible.
- (b) The notice given by the Attorney General or by the director or administrative head of a state agency to the Director of the Bureau of Legislative Research shall include the style of the case being litigated, the identity of the tribunal before which the matter has been filed, a brief description of the issues involved, and other information that will enable the Legislative Council or the Joint Budget Committee to determine the action that may be deemed necessary to protect the interests of the General Assembly and the State of Arkansas in that matter.
- (c) Upon receipt of the notice, the Director of the Bureau of Legislative Research shall during the interim between legislative sessions transmit a copy of the notice to the cochairs of the Legislative Council and to the cochairs of the Joint Budget Committee during legislative sessions in order that those committees may schedule that matter upon their respective agendas at the earliest possible date.
- (d) During the interim between legislative sessions, the Legislative Council shall determine, and during legislative sessions the Joint Budget Committee shall determine, whether the General Assembly has an interest in the litigation and, if so, take whatever action deemed necessary to protect the General Assembly's and the state's interest in that matter.

HISTORY


Acts 1987, No. 798, §§ 1, 2.

Arkansas Code of 1987 Annotated Official Edition
© 2018 by the State of Arkansas All rights reserved.

A.C.A. § 10-3-312 (Lexis Advance through all laws of the 2017 Regular Session and 2017 First Extraordinary Session, including changes and corrections by the Arkansas Code Revision Commission)

EEOC Form 5 (501)

<p>CHARGE OF DISCRIMINATION</p> <p><small>This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.</small></p>		<p>Charge Presented to: Agency(ies) Charge No(s):</p> <p><input type="checkbox"/> FEPA</p> <p><input checked="" type="checkbox"/> EEOC</p>							
<p>_____ and EEOC</p> <p><small>State or local Agency, if any</small></p>									
Name (indicate Mr. Ms. Mrs.)		Home Phone (Incl. Area Code)	Date of Birth						
Sarah Rodriguez		[REDACTED]	[REDACTED]						
Street Address		City, State and ZIP Code							
[REDACTED]		[REDACTED]							
Email		[REDACTED]							
Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)									
Name	No. Employees, Members	Phone No. (Include Area Code)							
UNIVERSITY OF ARKANSAS	[REDACTED]	[REDACTED]							
Street Address		City, State and ZIP Code							
1 University of Arkansas		Fayetteville, AR 72701							
DISCRIMINATION BASED ON (Check appropriate box(es).)		DATE(S) DISCRIMINATION TOOK PLACE							
<input checked="" type="checkbox"/> RACE <input type="checkbox"/> COLOR <input checked="" type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN <input type="checkbox"/> RETALIATION <input type="checkbox"/> AGE <input type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER (Specify below.)		<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Earliest</td> <td style="width: 50%; border: none;">Latest</td> </tr> <tr> <td style="border: none;">[REDACTED]</td> <td style="border: none;">05/13/2024</td> </tr> <tr> <td colspan="2" style="border: none;"> <input type="checkbox"/> CONTINUING ACTION </td> </tr> </table>		Earliest	Latest	[REDACTED]	05/13/2024	<input type="checkbox"/> CONTINUING ACTION	
Earliest	Latest								
[REDACTED]	05/13/2024								
<input type="checkbox"/> CONTINUING ACTION									
THE PARTICULARS ARE (If additional paper is needed, attached extra sheet(s)):									
<p>I have been employed as an assistant professor of history by the University of Arkansas at Fayetteville, AR for eight years. I filed for tenure and promotion in the fall of 2023 and received a negative recommendation from the History Department – the first recommendation to deny tenure and promotion issued by that department in decades. The recommendation was based on false and misleading claims about my publication, teaching, and service record, as well as mischaracterizations of department standards and precedent. I filed a written appeal to the Fulbright College Personnel Committee on November 17, 2023. On December 8, 2023, I received the Dean’s official decision to follow the Department’s negative recommendation and on January 26, 2024, I received the Provost’s decision to follow the negative recommendations of the Department and the Dean. On February 13, 2024, I filed a second appeal to the Faculty Senate Appointment, Promotion and Tenure (APT) Committee. On March 4, 2024, I received a letter from the APT Committee informing the Chancellor that they had ruled in my favor and recommended to grant promotion and tenure against the negative recommendations of the Department, Dean, and Provost. The Committee’s rationale cited my consistently positive external evaluations, strong teaching scores, and the fact that I had met the university standard of adequate service. On April 12, 2024, I received the Chancellor’s letter informing me of his decision to overrule the APT Committee’s recommendation and instead follow the previous negative recommendations of the Department, Dean, and Provost. On April 17, 2024, I submitted my third and final appeal to the University of Arkansas System President. On May 13, 2024, I received a letter of non-reappointment from the Dean. The letter did not mention the President’s final decision but implied that it had been negative and that I had been formally denied tenure. I emailed the Dean to seek clarification on the decision of my most recent appeal. She responded by forwarding an email that contained the President’s official denial dated May 9, 2024. The letter has yet to be officially delivered to me.</p> <p>I would have been the first Hispanic woman in the University’s History Department to be awarded tenure. Both the Dean and Chancellor are also members of the History Department. The rationale for denial was based on inaccurate claims that my book did not meet the Department’s standard of a manuscript “in the advanced stages of the publication process.” My colleagues in the History Department whose records were comparable to or weaker than mine were awarded tenure. Some of them had manuscripts that were at the same stage in the publication process as mine was, or even further behind, and some had weaker teaching and service records than I did. No concerns about my teaching had been expressed prior to my filing for tenure and I have never refused department service, although the Personnel Committee letter claims that I did.</p> <p>The reasons for my denial of tenure and promotion were pretextual. I was actually denied tenure and promotion as a result of discrimination due to my race, which is Hispanic, and my gender, which is female. I was treated disparately from similarly situated male and non-Hispanic employees. My employer’s actions were in violation of Title VII of the Civil Rights Act of 1954, as amended.</p>									

<p>I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.</p>	<p>NOTARY – <i>When necessary for State and Local Agency Requirements</i></p>
<p>I declare under penalty of perjury that the above is true and correct.</p> <p>06/12/2024 <hr/>Date</p> <p> <hr/>Sarah Rodriguez (Jun 12, 2024 11:55 PDT) Charging Party Signature</p>	<p>I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.</p> <p>SIGNATURE OF COMPLANANT</p> <p>SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (month, day, year)</p>






Sarah Rodriguez, EEOC Charge Form

Final Audit Report

2024-06-12

Created:	2024-06-12
By:	Kevin Diaz (kevin.diaz@wh.law)
Status:	Signed
Transaction ID:	CBJCHBCAABAA&Jn8INmnWvWcWpS8WRQhN9Nnz8eSv7Zv

"Sarah Rodriguez, EEOC Charge Form" History

-  Document created by Kevin Diaz (kevin.diaz@wh.law)
2024-06-12 - 6:47:41 PM GMT
-  Document emailed to Sarah Rodriguez [REDACTED] for signature
2024-06-12 - 6:47:45 PM GMT
-  Email viewed by Sarah Rodriguez [REDACTED]
2024-06-12 - 6:50:56 PM GMT
-  Document e-signed by Sarah Rodriguez [REDACTED]
Signature Date: 2024-06-12 - 6:55:21 PM GMT - Time Source: server
-  Agreement completed.
2024-06-12 - 6:55:21 PM GMT

SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, Sarah Rodriguez (referred to as Dr. Rodriguez unless the context requires otherwise) and the University of Arkansas and the Board of Trustees of the University of Arkansas (collectively referred to as “the University” unless the context requires otherwise) desire to compromise and settle disputed claims to avoid the costs and uncertainties of litigation.

WHEREAS, on June 12, 2024, Dr. Rodriguez filed an EEOC charge alleging race and sex discrimination under Title VII of the Civil Rights Act of 1964, after the denial of her promotion and tenure in the Department of History. The EEOC designated the charge as 493-2024-02350.

WHEREAS, the University has denied and continues to deny that the University discriminated against Dr. Rodriguez in violation of any federal or state law or otherwise has engaged in conduct giving rise to a valid cause of action.

NOW, THEREFORE, Dr. Rodriguez and the University agree to the following terms as full and final satisfaction of any and all claims, including any and all claims for costs and attorneys’ fees, that Dr. Rodriguez may have against the University.

1. ACTIONS TAKEN BY DR. RODRIGUEZ. Dr. Rodriguez hereby:

(a) Voluntarily waives, releases, relinquishes, withdraws, and forever discharges any and all charges, claims, liens, and causes of action, known or unknown, for damages, attorneys’ fees, costs, and recovery of any type against the University, as well as all of the University of Arkansas’s current and former Trustees, officers, representatives, agents, and employees, both in their individual and official capacities, that may have arisen at any time up to and including the date Dr. Rodriguez executes this Settlement Agreement and Release. Dr. Rodriguez specifically

waives all rights and claims arising under Title VII of the Civil Rights Act of 1964 as well as all rights and claims arising under the Age Discrimination in Employment Act (29 U.S.C. §§ 621-634), including its implementing regulations, on or before the date that this Settlement Agreement and Release is executed by Dr. Rodriguez. Dr. Rodriguez waives these rights and claims in exchange for consideration that is in addition to anything of value to which she already is entitled, and Dr. Rodriguez specifically acknowledges that this Settlement Agreement and Release includes consideration that is in addition to anything of value to which she already is entitled.

(b) Upon execution of this Settlement Agreement and Release by both parties and approval by the Chief Fiscal Officer of the State of Arkansas, Dr. Rodriguez covenants and agrees to dismiss in writing her pending EEOC charge. If Dr. Rodriguez fails to submit such written dismissal, she authorizes the University to furnish such dismissal on her behalf. Dr. Rodriguez covenants and agrees that she will not file, and will not assign to any others the right to file, any complaints, charges, claims, allegations, or lawsuits against the University for actions taken up to and including the effective date of this Agreement. In the event any such action is initiated, this document shall serve as the stipulation and consent to the dismissal of the matter.

2. ACTION TAKEN BY THE UNIVERSITY. The University hereby:

(a) Agrees to pay Dr. Rodriguez a sum of **\$34,000**, inclusive of all fees and costs, in full and complete settlement of this matter. Following (i) execution of this Settlement Agreement and Release by both parties and approval by the Chief Fiscal Officer of the State of Arkansas, and (ii) the written dismissal of Dr. Rodriguez's pending EEOC charge, the University shall furnish payment as follows:

A. A direct deposit payment for \$13,600 representing lost wages will be issued and made payable to Dr. Rodriguez, less withholdings and deductions required by law, and shall be reported on an IRS Form W-2.

B. A check for \$13,600 representing other alleged damages will be issued and made payable to Dr. Rodriguez and shall be reported on an IRS Form W-9 provided by Dr. Rodriguez. The University will not make withholdings on this payment, and it will issue an IRS Form 1099.

C. A check for \$6,800 will be issued and made payable to Punchwork, PLC in satisfaction of all claims by Dr. Rodriguez or her attorneys for fees and costs. The parties agree that this amount shall be paid directly to Punchwork, PLC, which shall provide a W-9 Form, including Taxpayer Identification Number, to facilitate the payment. The University will not make withholdings on this payment, and it will issue an IRS Form 1099.

(D). Agrees to provide Dr. Rodriguez a letter of reference, signed by an appropriate representative of the University, consistent with Exhibit A, attached.

3. ENTIRE AGREEMENT. This Settlement Agreement and Release constitutes the entire agreement between Dr. Rodriguez and the University. Dr. Rodriguez and the University have not relied on any promise or statement, oral or written, that is not set forth in this Settlement Agreement and Release.

4. MODIFICATION. Dr. Rodriguez and the University agree that this Settlement Agreement and Release may not be modified, amended, or altered except by a written agreement executed by all parties.

5. **VOLUNTARY AGREEMENT.** Dr. Rodriguez and the University acknowledge that each has read this Settlement Agreement and Release, that each has had the opportunity to consult with legal counsel of their choosing concerning the advisability, meaning, and effect of this Settlement Agreement and Release, that each understands this Settlement Agreement and Release, and that each has signed this Settlement Agreement and Release voluntarily and without duress.

6. **NO RESCISSION FOR MISTAKE.** Dr. Rodriguez and the University acknowledge that each has had the opportunity to investigate the facts and law relating to any claims that may be asserted by Dr. Rodriguez to the extent each deems necessary and appropriate. Dr. Rodriguez and the University assume the risk of any mistake of fact or law and agree that any mistake of fact or law shall not be grounds for rescission or modification of any part of this Settlement Agreement and Release.

7. **ACKNOWLEDGEMENT.** Dr. Rodriguez and the University acknowledge that this document was agreed upon by both sides; the terms of which will not be construed against either side as the drafter.

8. **NO ADMISSION OF LIABILITY.** Dr. Rodriguez and the University acknowledge that this Settlement Agreement and Release is a compromise of disputed claims and is not an admission of liability or wrongdoing on the part of the University or of any Trustee, officer, representative, agent, or employee of the University of Arkansas in either their individual or official capacities, and the University affirmatively states that no such liability or wrongdoing exists. Dr. Rodriguez agrees that the Settlement Agreement and Release is not admissible in any

court or administrative body except as necessary to enforce its terms or as otherwise required by law.

9. **DISCLOSURE AND USE OF AGREEMENT.** The disclosure of this Settlement Agreement and Release shall be governed by Arkansas law, including, without limitation, Ark. Code Ann. § 25-18-401 as well as the Arkansas Freedom of Information Act ("FOIA"). Subject to these laws, the promises set forth in this Agreement, and the document itself, shall not be used by either Party in any manner, whether directly or indirectly, for any purpose other than to enforce their respective rights hereunder, unless otherwise compelled by law.

10. **NON-DISPARAGEMENT.** The parties to this Settlement Agreement and Release shall not make any disparaging remarks or comments regarding the other party. If asked about the matters covered by this Settlement Agreement and Release, the parties may indicate the matter was resolved. Upon request, the University may confirm the dates of employment, salary, and title for Dr. Rodriguez.

11. **CHOICE OF LAW; DISPUTES.** This Settlement Agreement and Release shall be governed by and construed in accordance with the substantive law of the State of Arkansas. Any claim arising out of or relating to this Settlement Agreement and Release must be litigated in a tribunal or court of competent jurisdiction limited exclusively to the Arkansas State Claims Commission, the Circuit Court of Washington County Arkansas, and the United States District Court for the Western District of Arkansas. Dr. Rodriguez acknowledges that the University is not waiving any immunities (including, but not limited to, sovereign immunity) available to the University, its officers, or employees, and that the right to assert immunity to any claim that she may allege is reserved.

12. **COSTS.** Dr. Rodriguez and the University shall each be solely responsible for their own attorney's fees and costs incurred in connection with all matters giving rise to this Settlement Agreement and Release.

13. **SUCCESSORS AND ASSIGNS.** This Settlement Agreement and Release shall be binding upon Dr. Rodriguez and the University and each of their respective heirs, descendants, successors, and assigns.

14. **LIENS AND TAXES.** The parties agree that Dr. Rodriguez will be responsible for the satisfaction of any liens asserted against the settlement proceeds, if any, and shall be responsible for any tax consequences of the settlement proceeds. The University and its attorneys make no representation regarding the tax consequences or liability, if any, arising from payment of the settlement proceeds.

15. **OLDER WORKERS BENEFIT PROTECTION ACT NOTICE.** Dr. Rodriguez is hereby advised to consult with an attorney of her own choosing prior to executing this Settlement Agreement and Release.

16. **OLDER WORKERS BENEFIT PROTECTION ACT TIMING PROVISIONS.** Dr. Rodriguez shall have 21 days from the date this Settlement Agreement and Release is delivered to her to consider, sign, and return it to the Office of the General Counsel, 416 Administration Building, University of Arkansas, Fayetteville, Arkansas, 72701. If Dr. Rodriguez wishes, she may sign and return the Settlement Agreement and Release before the end of the 21-day period. Following Dr. Rodriguez's signature on the Settlement Agreement and Release, she shall have seven days to revoke her agreement if she wishes to do so. To make an

effective revocation, Dr. Rodriguez must deliver notice of revocation, in writing, to the Office of the General Counsel, 416 Administration Building, University of Arkansas, Fayetteville, Arkansas, 72701, no later than the seventh day after she signs the Settlement Agreement and Release. If Dr. Rodriguez revokes or decides not to enter into this Settlement Agreement and Release, the currently scheduled termination of her appointment shall remain in effect and unmodified.


17. GOVERNMENT APPROVALS AND EFFECTIVE DATE. The parties acknowledge that some or all of the claims that Dr. Rodriguez has asserted in the EEOC charge fall within the scope of Ark. Code Ann. § 19-4-1614. Therefore, no payments may be made until the Chief Fiscal Officer of the State of Arkansas authorizes payment, with the advice of the Legislative Council or the Joint Budget Committee. Such approvals are a condition precedent to Dr. Rodriguez's submission of a notice of dismissal of her pending EEOC charge. This Settlement Agreement and Release will not become effective or enforceable until: (a) it has been executed by both parties, (b) the seven-day revocation period has expired without revocation, and (c) it has been approved by the Chief Fiscal Officer of the State of Arkansas. If the Chief Fiscal Officer of the State of Arkansas does not approve this Settlement Agreement and Release, the currently scheduled termination of Dr. Rodriguez's appointment shall remain in effect and unmodified.


18. EXECUTION. The persons executing this Settlement Agreement and Release assert that they are authorized to do so by the party or parties on whose behalf they purport to act.

19. COUNTERPARTS. This Settlement Agreement and Release may be executed in counterparts, and the counterparts taken together will have binding effect. To facilitate the execution of this Agreement, the parties may execute the Agreement via facsimile or e-mail attachment.

SARAH RODRIGUEZ

THE UNIVERSITY

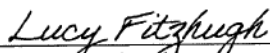
By: 
Sarah Rodriguez (May 19, 2025 11:35 CDT)
Dr. Sarah Rodriguez

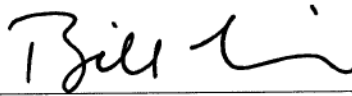
By: 
Dr. Charles Robinson
Chancellor

Date: 05/19/2025

Date: 6-13-2025

APPROVED AS TO FORM:

By: 
Lucy Fitzhugh
Counsel to Dr. Rodriguez

By: 
Bill Kincaid
Managing Associate
General Counsel
(Fayetteville)

Date: 5/15/2025

Date: 6/13/2025

Exhibit A

[date]

To whom it may concern:

Dr. Sarah Rodriguez was employed by the University of Arkansas as Assistant Professor of History from August 2016 through May 2025. Her salary as of the conclusion of her service to the University was \$76,014. She departed in good standing with the University. During her time as a member of the University of Arkansas faculty her book, *One National Family: Texas, Mexico, and the Making of the Modern United States, 1820-1867*, was published by the Johns Hopkins University Press.

Sincerely,



STATE OF ARKANSAS
**Department of Finance
and Administration**

OFFICE OF THE SECRETARY
1509 West Seventh Street, Suite 401
Post Office Box 3278
Little Rock, Arkansas 72203-3278
Phone: (501) 682-2242
Fax: (501) 682-1029
www.arkansas.gov/dfa

June 17, 2025

Mr. Bill Kincaid
Managing Associate General Counsel
University of Arkansas System
416 Administration Building
Fayetteville, Arkansas 72701

*Re: Proposed Settlement Agreement
Dr. Sarah Rodriguez v. University of Arkansas
EEOC Charge No. 493-2024-02350*

Mr. Kincaid:

I am in receipt of your June 16, 2025, request to settle the above-referenced matter filed by Dr. Sarah Rodriguez. Pursuant to the proposed settlement, the University of Arkansas (the "University") has agreed to settle the above matter upon the following terms:

1. The University will pay Dr. Rodriguez \$34,000.00 in the following manner:
 - a. A direct deposit will be issued and made payable to Dr. Rodriguez for \$13,600.00 representing lost wages, less withholdings and deductions required by law, and shall be reported on an IRS Form W-2;
 - b. A check for \$13,600.00 will be issued and made payable to Dr. Rodriguez representing other alleged damages with no withholdings and shall be reported on an IRS Form 1099; and
 - c. A check for \$6,800.00 will be issued and made payable to Punchwork, PLC in satisfaction of all claims by Dr. Rodriguez or her attorneys for fees and costs with no withholdings, and the University will issue an IRS Form 1099.
2. Dr. Rodriguez and the University shall each bear their own attorney's fees and costs;
3. The University agrees to provide Dr. Rodriguez a letter of reference signed by a representative of the University;
4. Dr. Rodriguez will waive, release, relinquish, withdraw, and forever discharge any and all charges, claims, liens, and causes of action, known or unknown, for damages, attorneys' fees, costs, and recovery of any type against the University that may have arisen at any time up to and including the date Dr. Rodriguez executed the settlement agreement; and

Mr. Bill Kincaid
Re: Request for Approval of Proposed Settlement
June 17, 2025
Page 2 of 2

5. The settlement agreement is subject to legislative approval by the Legislative Council or Joint Budget Committee.

Arkansas Code Annotated § 19-4-1614(c) (Repl. 2016) provides as follows:

(c) When notified that a state employee has filed suit or is in any other manner claiming redress under the provisions of [Title VII of the federal Civil Rights Act of 1964, as amended, or the federal Civil Rights Act of 1866, or the federal Civil Rights Act of 1871, or the Fourteenth Amendment to the United States Constitution], the Chief Fiscal Officer of the State may investigate the circumstances surrounding the claim. If, based on the evidence and facts found during the investigation, the Chief Fiscal Officer of the State determines or has reason to believe that the court would sustain the employee's claim and find for the employee and in so doing award wages or salaries in addition to those paid or due for the employee's personal service rendered, then the Chief Fiscal Officer of the State shall, with the advice of the Legislative Council or the Joint Budget Committee, authorize payment of the additional wages or salaries as provided in subsection (a) of this section.

Based upon my review of your settlement agreement as required under Ark. Code. Ann. § 19-4-1614(c), the University has my consent to request approval from the Legislative Council or the Joint Budget Committee of your proposed settlement with the above-referenced party.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to be "J. Hudson", written in a cursive style.

Jim Hudson, Secretary
Department of Finance and Administration