

GENERAL AGREEMENT, RELEASE, AND COVENANT NOT TO SUE

Mason City Community School District (“the District”), and _____ (“Employee”), on behalf of himself/herself, his/her heirs, executors, successors, and assigns, hereby enter into this General Agreement, Release, and Covenant Not to Sue (“Agreement”).

WHEREAS, Employee was employed by the District from _____ to _____ OR [Employee is currently employed by the District]; and

WHEREAS, on _____, the State Auditor issued findings that concluded Employee was underpaid by the District during the YEAR-YEAR school year(s); and

WHEREAS, the District has reviewed the State Auditor’s findings and wishes to voluntarily remedy the underpayment issue; and

WHEREAS, the parties desire to settle all potential outstanding issues between them on an amicable basis on the terms and conditions stated in this Agreement.

NOW, THEREFORE, the District and Employee agree as follows:

1. District shall pay Employee unpaid wages in the amount of \$ _____ for the YEAR-YEAR school year(s) in [PLACE payment details here (installments, lump sums, on regular payroll dates, on a different date, etc.)]
2. The District denies any wrongdoing and any and all liability and this document is not an admission of any kind.
3. By signing this Agreement, and with full understanding of the contents and legal effect of this Agreement, Employee agrees he/she has been made whole in accordance with the terms of this Agreement and accordingly freely and voluntarily promises to and does hereby completely release and forever discharge the District and its respective officers, directors, agents, employees, attorneys, and consultants whether past, present or future and all predecessors, successors and assigns thereof (“Released Parties”) from any and all claims, demands, causes of actions, including claims for punitive damages or attorney fees, under any law including but not limited to Iowa Code Chapter 91A and the Fair Labor Standards Act, 29 U.S.C. §201 et seq., he/ she may now or in the future have against the District, which arose in whole or in part from the aforementioned underpayment to Employee and this Agreement for repayment of underpayment. Additionally, Employee agrees not to request, or to directly or indirectly cause, any governmental agency to commence any investigation or bring any action against the Released Parties, its affiliates or its successors or assigns, or the directors, officers, employees, or agents of any of them, and Employee waives any remedy or recovery in any action which may be brought on his/her behalf by any government agency or other person.

Employee acknowledges and agrees that this release and the covenant not to sue set forth in paragraph 4 are essential and material terms of this Agreement and that without such release and covenant not to sue, no agreement would have been reached by the parties.

4. Employee covenants not to sue or to institute or cause to be instituted any kind of claim or action (except to enforce this Agreement) in any federal, state, or local agency or court against any of the Released Parties arising out of or attributable to Employee's employment with the District, or any other action or cause of action released under paragraph 3 above.

5. The provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa. In the event that any paragraph, subparagraph, or provision of this Agreement shall be determined to be contrary to governing law or otherwise unenforceable, all remaining portions of this Agreement shall be enforced to the maximum extent permitted by law.

6. Nothing in this Agreement shall be the basis for a grievance under any collective bargaining agreement nor shall it be considered precedent setting or a past practice with regard to any payroll, withholding or overpayment/underpayment issues which may arise in the future between the District and Employee or between the District and any other employee.

7. Employee acknowledges that he/she has read this Agreement, that she fully understands and appreciates the meaning of this Agreement, that it fully reflects the entirety of the agreement between the parties, that no representation, inducement, or warranty has been made to her by or on behalf of the District except as set forth herein, that she has had the opportunity to consult competent legal counsel of her selection, and that Employee KNOWINGLY and VOLUNTARILY enters into this Agreement and agrees to comply with its terms and conditions.

_____, Employee

Date: _____

Mason City Community School District

Jodi Draper, Board President

Date: _____

Dave Versteeg, Superintendent

Date: _____