

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

THIS MUTUAL RELEASE AND SETTLEMENT AGREEMENT is entered into and executed by and between Bobbie Shepard (“Shepard”) and Cardinal Community School District (“School District”, Joel Pedersen (“Pedersen”) and Jeremy Hissem (“Hissem”).

WITNESSETH:

WHEREAS, Shepard was employed by School District working as an associate;

WHEREAS, on November 3, 2016, Hissem advised Shepard that her employment with the School District was being terminated;

WHEREAS, Shepard filed a lawsuit alleging wrongful discharge under public policy or under Iowa Code section 232.73A (Iowa District Court for Wapello County LALA106042); and

WHEREAS, the parties have agreed to resolve this dispute.

NOW, THEREFORE, in consideration of the promises and of the mutual releases contained herein and in consideration of the payment by School District’s insurance carrier to Shepard and her attorneys as set forth herein, the parties agree as follows:

1. **TERMINATION OF EMPLOYMENT.** Shepard acknowledges that her employment with the School District ended on November 3, 2016, and Shepard has not performed any services for School District from that date through the date of signing this Agreement.

2. **RETURN OF SCHOOL DISTRICT PROPERTY.** Shepard confirms that he has returned all property of School District that was in her possession, custody or control and confirms that she is not aware of any other property of School District that she may have. If any other property is located that belongs to School District, Shepard agrees to return it to School District within 5 business days of finding it.

3. **SETTLEMENT PAYMENT.** School District through its insurance carrier agrees to make the following payment to Shepard to resolve all outstanding issues and as consideration for this Agreement: the sum of \$10,000.00 to Sherinian & Hasso Law Firm Trust Account. School District understands that the sum will be divided as follows: \$5,158.05 to Shepard and the sum of \$4,841.95 to Shepard’s attorneys, Sherinian & Hasso Law Firm, for fees and costs. Shepard is not entitled to any vacation pay because it has already been paid out. School District terminated all of Shepard’s benefits effective November 3, 2016. No contribution will be made to IPERS on account of this payment.

Shepard understands that the consideration described in this Paragraph is all she will receive and no promise for any other or further consideration has been made by anyone.

Shepard will be responsible for payment of any and all attorneys' fees not covered by the above payment which she has incurred in the matter before the Iowa Civil Rights Commission and the pending lawsuit.

4. **SHEPARD RELEASE.** Shepard, on behalf of herself, her heirs, executors, attorneys, administrators, successors and assigns, hereby releases, acquits and forever discharges School District, its predecessors, successors, subsidiaries or affiliates and its directors, officers, agents, administrators, employees and attorneys, separately and collectively, (hereafter "Releasees") from any and all liability whatsoever, including all claims, demands and causes of action of every nature affecting her which she may have or ever claim to have by reason of her employment with School District up to the date of execution of this Agreement, including, without limitation, any claims, demands or causes of action arising under:

- a. the Iowa Civil Rights Act, Iowa Code chapter 216;
- b. Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.;
- c. the Pregnancy Discrimination Act; the Civil Rights Act of 1871, 42 U.S.C. § 1983;
- d. the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., as amended;
- e. the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq.;
- f. the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq. or the Iowa Public Employment Retirement System;
- g. the Family & Medical Leave Act, 29 U.S.C. § 2601 et seq.;
- h. the Iowa Public Employment Relations Act;
- i. the Fair Credit Reporting Act;
- j. federal or state law or constitution;
- k. federal or state common law or equity, including, but not limited to, any claims for wrongful discharge, public policy tort, breach of employment contract or personnel policies, infliction of emotional distress, defamation, invasion of privacy, whistleblowing, retaliation or violation of any federal, state or local administrative regulations or other federal, state and local statutory provisions; or
- l. any basis for recovering costs, fees or other expenses, including attorneys' fees incurred in these matters.

Shepard agrees to dismiss with prejudice her claims against the Releasees in the lawsuit pending in the Iowa District Court for Wapello County within 5 calendar days of receipt of the settlement payment described in Paragraph 3.

5. **EXTINGUISHMENT OF ALL EMPLOYMENT CLAIMS.** Shepard expressly acknowledges that, as specifically stated herein, this Release is intended to include in its effect all

claims which have arisen and about which Shepard knows, should have known, had reason to know or suspects to exist in her favor at the time she signs this Release and that this Release contemplates the extinguishment of any such claim or claims. Shepard understands the acceptance of the payments and benefits described in Paragraph 3 is a full accord, satisfaction and discharge of any claims relating to her employment against the Releasees.

6. NO ADMISSION OF LIABILITY. This Release and Settlement Agreement is not and shall not in any way be construed as an admission by School District, Pedersen or Hissem or any other released party or any of their directors, officers, agents, employees or representatives, of any acts of discrimination or retaliation whatsoever against Shepard or that any of the Releasees violated any federal, state or local law during or after Shepard's employment with School District up to the date of signing this Agreement. School District (on behalf of itself, its directors, officers, agents, employees and representatives) specifically disclaims any liability to or discrimination or retaliation against Shepard arising out of her employment relationship with School District.

7. WAIVER OF FUTURE EMPLOYMENT. Shepard represents that she will not seek employment or a contractual relationship for services with School District in the future. Shepard agrees that School District is not obligated, by contract or otherwise, to rehire or contract with her for services in the future. Shepard agrees that she will not apply for employment with School District at any point in the future. School District shall have no obligation to process any employment application submitted on behalf of Shepard. Shepard agrees that any failure to hire her or process any application presented on her behalf shall not constitute a basis for any claimed violation of federal, state or local law or regulation or a claimed violation of any personal right.

8. NON-DISPARAGEMENT/NEUTRAL JOB REFERENCE. Shepard agrees not to disparage or make negative remarks concerning the business operations and/or professional and/or personal reputation of School District or School District's present or former officers, directors and/or management. Shepard further agrees to remove any negative remarks, statements, comments and/or reviews from anywhere online and/or social media site (i.e. Facebook, Indeed.com, Twitter, Instagram, Google, etc.) regarding School District, Pedersen or Hissem. Shepard also agrees not to post any additional remarks, statements, comments and/or reviews (either positive or negative) online and/or any social media site about School District.

Except as otherwise required by law, in response to any inquiry from a third party, School District through its current School Business Officer, Pedersen and Hissem will provide

only Shepard's first and last dates of employment and last position held at the School District. Pedersen and Hissem agree not to disparage or make negative remarks concerning Shepard; however, they are not restrained from making truthful comments responsive to any state or federal authority regarding Shepard's employment.

9. **TAX LIABILITY.** Shepard acknowledges and agrees that School District has made no representations to her regarding the tax consequences of any amounts received under this Release. Shepard agrees to pay any federal or state income taxes which may be required by law to be paid with respect to any payments under this Agreement. Shepard further agrees to indemnify and hold School District harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against it for any amount claimed due on account of this Release or pursuant to claims made under federal or state tax laws.

10. **VOLUNTARY ACT.** Shepard is executing this Release and Confidential Settlement Agreement solely in reliance on her own knowledge, belief and judgment and not upon any representations by the Releasees or anyone on their behalf. She has read the Release and Confidential Settlement Agreement and understands its terms and freely and voluntarily signs the same.

11. **EFFECTIVE DATE.** This Release and Settlement Agreement shall become effective as of the date it is signed by all parties.

12. **IOWA LAW GOVERNS AND SEVERABILITY OF REMAINING PARTS.** This Release and Settlement Agreement sets forth the entire agreement of the parties and its interpretation and construction shall be governed by the laws of the state of Iowa. The parties hereto further agree that if, for any reason, any provision hereof is void or unenforceable, the remaining provisions of this Release and Severance Agreement shall nonetheless remain binding and in effect.

13. **COUNTERPARTS.** This Release and Settlement Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed and original, but all of which together will constitute the same instrument.

CAUTION: THIS IS A RELEASE. READ CAREFULLY BEFORE SIGNING!


THIS RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. THE PEOPLE SIGNING ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING DOCUMENT AND UNDERSTAND ITS TERMS AND FREELY AND VOLUNTARILY SIGN THE SAME.

12/9/21
Date



Bobbie Shepard

CARDINAL COMMUNITY SCHOOL DISTRICT

12/10/21
Date

By: 
Tim Albert, Its President

12/10/21
Date


Joel Pedersen, Individually

Date

Jeremy Hissem, Individually

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Bobbie Shepard

CARDINAL COMMUNITY SCHOOL DISTRICT

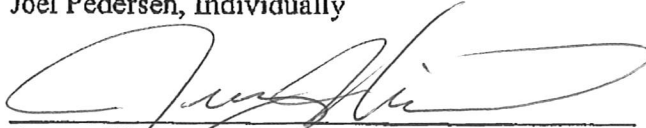
Date

By: _____
Tim Albert, Its President

Date

Joel Pedersen, Individually

12-10-21
Date



Jeremy Hissem, Individually