



February 28, 2022

Kyle J. Ocker – Ottumwa Courier
213 E. Second St.
Ottumwa, IA 52501

RE: Information Request #786-2022

Dear Mr. Ocker:

In response to your FOIA request received in my office on February 16, 2022, I have enclosed the appropriate responses to said questions:

- Reasons and rationale for the resignation in lieu of termination of Kala Mulder from the position of Finance Director – *Record does not exist. Mulder was not issued a Chapter 22 notice because she was not terminated nor did she resign in lieu of termination. The City Council never considered a termination for this matter to be a resignation in lieu of termination.*
- Any separation agreements involving Kala Mulder – *Provided.*
- Any letter of resignation submitted by Kala Mulder – *City is not aware of the existence of any additional record, other than the Resignation of Employment and Release Agreement.*
- The correspondence mentioned in the meeting minutes of the Special Meeting No. 6 meeting (“...for the purpose of discussing allegations contained in correspondence concerning the Finance Director.”) – *Because Ms. Mulder did not resign in lieu of termination, all discussion and documents in the referenced meeting would be considered confidential personnel records pursuant to Iowa Code 22.7(11).*

This completes the aforementioned FOIA request. Please let me know if you have any questions. I can be reached Monday through Friday, from the hours of 8:00 A.M. to 4:30 P.M., at 641-683-0620.

Sincerely,

Christina Reinhard, Ia CMC
City Clerk

Enclosures

City of Ottumwa
105 East Third Street, Ottumwa, Iowa 52501
Telephone 641-683-0600 Fax 641-683-0613

RESIGNATION OF EMPLOYMENT AND RELEASE AGREEMENT

Between
Kala Mulder
and
Ottumwa, Iowa

This Resignation of Employment and Release Agreement (hereinafter the "Agreement") is entered into by and between the City of Ottumwa, Iowa (hereinafter the "City"), and Kala Mulder (hereinafter "Mulder"), employed by the City as the Finance Director. For this Agreement to be binding, it must be approved by the Ottumwa City Council.

1. By executing this Agreement, Mulder irrevocably resigns her employment effective at the end of the day on February 15, 2022. The City accepts this resignation. This document shall serve as Mulder's resignation letter.

2. Based upon the consideration contained in Paragraph 3, Mulder agrees with the following:

- a) Mulder will return all property of the City, including but not limited to, any account information in her possession.
- b) Mulder will not seek reemployment with the City for a period of at least five (5) years from the effective date of her resignation. If Mulder chooses to seek reemployment with the City upon the exhaustion of the time period contained herein, there is no legal requirement the City offer her a position.

3. In return for resigning and agreeing to this release and fulfilling the terms of this Agreement, the City agrees as follows:

- a) To continue to pay Mulder her normal wages, less all applicable payroll taxes and deductions, and her health insurance for a period of nine (9) months ("severance period"). This severance payment and insurance payment shall commence upon full execution of this Agreement.
- b) To pay Mulder any benefits due under the City's Personnel Policies that would be paid to any similarly situated employee.
- c) Mulder will retain any and all rights to health insurance coverage as provided for by state or federal law after the severance period is exhausted. This insurance will be at Mulder's personal expense.
- d) To not challenge Mulder's application for unemployment benefits once the severance period has been exhausted.

- e) To provide the following information if contacted by a prospective employer of Mulder: 1) the dates of Mulder's employment and that she resigned effective February 15, 2022; 2) Mulder's salary history; and 3) the jobs held by Mulder while she was a City employee. Mulder shall direct all reference inquiries to City Administrator, Phil Rath, to ensure compliance with this provision.

4. It is understood and agreed that Mulder is not entitled to receive any compensation from the City other than as set forth in Paragraph 3 of this Agreement. Furthermore, Mulder agrees she shall not make any representations false or untruthful or materially misleading whether in writing or orally to any third-party, media or social media sources regarding the parties released in Paragraph 5.

5. Based upon this Agreement, Mulder fully and forever releases and discharges the City, and its elected officials, directors, officers, employees, agents, trustees, administrators, consultants, contractors, and attorneys, whether past, present, or future, and all predecessors, successors, and assigns thereof from any and all claims, demands, agreements, causes of action, injunctions, and restraints or liabilities of whatever kind, whether in law, equity, or otherwise, and whether now known or with reasonable diligence could have been known, including but not limited to, claims, liabilities, or causes of action relating to or arising out of Mulder's recruitment, hiring, employment, or separation from employment with the City, such as (by way of example only) claims under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621 et. seq., Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000 et seq., The Civil Rights Act of 1991, the Americans With Disabilities Act, 42 U.S.C. §§12181-12189, The Employee Retirement Income Security Act of 1974, as amended, the Iowa Civil Rights Act, as amended, Iowa Code §§216 et seq., Iowa Code §70A.28, the Iowa Wage Payment Collection Law, Iowa Code §91A, claims under any local rule, state or federal statute, claims under common-law, claims for breach of contract, claims for any tort, claims for any wrongful discharge, or any other claims which could have been, but have not been asserted.

6. Mulder agrees not to sue or to institute or cause to be instituted any kind of claim or action in any federal, state, or local agency or court against the City or the individuals referenced in paragraph 5, arising out of or attributable to Mulder's employment, or separation from employment with the City, or any other action or cause of action released above.

7. Mulder warrants and represents that she has neither made nor suffered to be made any assignment or transfer of any right, claim, demand, or cause of action covered by the above release or covenant not to sue and that Mulder is the sole and absolute owner of all thereof and that Mulder has not filed nor suffered to be filed on his behalf any claim, action, demand, or other matter of any kind covered by the above release or covenant not to sue as of the date and time of the execution of this Agreement.

8. The provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa including the provisions of Iowa Code Chapter 22.

9. 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; the unenforceable paragraph, subparagraph, or provision shall first be construed or interpreted, if possible, to render it enforceable, and, if that is not possible, then the provision shall be severed and disregarded, and the remainder of this Agreement shall be enforced to the maximum extent permitted by law.

10. The Agreement shall inure to the benefit of, be binding upon, and be enforceable by and against the parties to it, their heirs, executors, administrators, successors, and assigns.

11. Mulder further acknowledges that she has been advised of her right to consult an attorney prior to signing this Agreement. Mulder signs this agreement knowingly and voluntarily and solely in reliance upon her own knowledge, belief and judgment and not upon representations made by the City or others on its behalf.

CAUTION: READ CAREFULLY!
THIS RESIGNATION OF EMPLOYMENT AND
RELEASE AGREEMENT INCLUDES A RELEASE OF ALL CLAIMS!

FOR THE CITY:

By: Richard W. Johnson
Richard W. Johnson, Mayor

Date: 2/22/22

FOR THE EMPLOYEE:

DocuSigned by:
By: Kala Mulder
813B7E14A35E470
Kala Mulder

Date: 2/17/2022