

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into by and between Adam Anthony (“Anthony”), and the Belmont-Klemme Community School District (the “District”). Anthony and the District are sometimes referred to collectively as the “parties” or singularly as a “party.”

### Background

A. On or about December 21, 2023, Anthony filed a Petition with the Iowa District Court for Wright County, captioned *Adam Anthony v. Belmont-Klemme Community School District, Daniel L. Frazer, Rick McDaniel, Michelle Murphy, Sharon Barkema, Gary Berkland, Heather Ridgway, and Jim Swenson*, alleging disability discrimination and retaliation under Iowa Code Chapter 216, and First Amendment retaliation under 42 U.S.C. § 1983 arising from his employment and end of employment at the District (the “Lawsuit”);

B. The District denies any and all liability related to Anthony’s claims and allegations in the Lawsuit; and

C. The parties to this Agreement wish to settle and compromise the disputes and claims against each other as set forth in the Lawsuit, and as related to any facts, acts, events, or otherwise pertaining to Anthony’s employment or end of employment with the District which have or could be asserted through the present date, without the necessity of a trial or the attendant expenses, and all without admission of wrongful conduct, fault, or culpability.

### Agreement

**NOW, THEREFORE**, the parties, in consideration of the foregoing and the payments and mutual promises set forth in this Agreement, agree as follows:

**1. No Admission of Wrongdoing.** Anthony agrees that neither this Agreement, nor payment of the Settlement Payments referred to below, constitutes an admission by the District, or the Released Parties (as defined in Paragraph 7 below) of any wrongdoing or violation of law of any kind.

**2. Settlement Payments.** In consideration for the promises set forth herein, and subject to and conditioned upon Anthony’s performance of the conditions and undertakings set forth herein, the following payments, totaling Forty Thousand Dollars (\$40,000.00) in full and final settlement of all of Anthony’s stated and unstated claims, whether the subject of the Lawsuit or otherwise, (the “Settlement Payments”), will be made to Anthony by or on behalf of the District:

- a. A payment of six thousand two hundred seventy-one Dollars and sixty-seven Cents (\$6,271.67), less all applicable withholdings and employment taxes, in the form of a check payable to Adam Anthony, in full and final settlement of all Anthony’s claims for lost wages, as defined in the Internal Revenue Code. A form W-2 will be issued to Anthony with respect to this payment.

- b. A payment of twenty thousand Dollars (\$20,000), in the form of a check payable to Adam Anthony in full and final settlement of all Anthony's claims for any emotional distress or other damages in whatever form and for whatever cause, other than wages as defined in the Internal Revenue Code. A W-9 form for Anthony will be provided, and a form 1099-MISC will be issued to Anthony with respect to this payment.
- c. A payment of thirteen thousand seven hundred twenty-eight Dollars and thirty-three Cents (\$13,728.33), in the form of a check payable to the Duff Law Firm, P.L.C. for attorneys' fees. W-9 forms for Anthony and the Duff Law Firm, P.L.C. will be provided, and all appropriate 1099s will be issued with respect to this payment.

**3. Sufficient Consideration/No Additional Sums Owed.** Anthony acknowledges and agrees that the consideration given pursuant to this Agreement is adequate and satisfactory in exchange for the release given in Paragraph 7 below. Anthony acknowledges that he is able to receive the Settlement Payments only in consideration for entering into this Agreement and that the District owes him no wages, severance, commissions, bonuses, vacation pay, disability benefits, or other compensation, payments, or benefits of any kind or nature, other than as expressly provided in this Agreement.

**4. Dismissal.** In exchange for the receipt of the Settlement Payments provided to Anthony pursuant to Paragraph 2, within five (5) business days of the payments in Paragraph 2 being received, Anthony shall electronically file a Dismissal with Prejudice of the Lawsuit and take the steps necessary to dismiss and withdraw with prejudice any other complaints, charges, or other actions he has filed with any court or agency relating to his employment with the District or separation therefrom.

**5. Taxes.** Anthony is not relying on any information provided by the District, their employees, or their attorneys concerning the tax consequences of payments made under this Agreement. Anthony agrees that if he is found to owe any taxes on the sums set forth in Paragraph 2, he will assume all responsibility for payment of any such taxes, together with any interest and/or penalties due, except as prohibited by law. If any taxing authority challenges the apportionment of the Settlement Payments, the parties will bear their own resulting tax liability.

**6. Costs and Fees.** Except as specified herein, each party will bear its respective costs and fees, including attorneys' fees incurred in the litigation of this matter.

**7. Release of All Claims.** As a condition of the District's willingness to enter into this Agreement and in consideration for the Settlement Payments, Anthony, with the intention of binding himself, his heirs, beneficiaries, trustees, administrators, executors, assigns, and legal representatives (the "Releasers"), hereby releases and forever discharges the District, and the District's current and former Board members, officers, administrators, agents, employees, insurers, heirs, assigns, contract debt collectors/vendors, successors, liability insurers, attorneys, and affiliates (collectively referred to as the "Released Parties," and individually as a "Released Party"), from any and all matters, claims, complaints, charges, demands, damages, causes of action, debts, liabilities, controversies, judgments, and suits of every kind and nature whatsoever

upon any legal or equitable theory, whether contractual, common-law, or statutory, under federal, state, or local law or otherwise, that Anthony ever had, now has, or may have, against the District and the Released Parties up to and including the date of the execution of this Agreement, whether such claims are now known or unknown.

Without limiting the generality of the foregoing, the Releasors hereby release and forever discharge the District, Daniel L. Frazer, Rick McDaniel, Michelle Murphy, Sharon Barkema, Gary Berkland, Heather Ridgway, and Jim Swenson, and the Released Parties from any and all claims relating to: (i) Anthony's employment with IVCCD, the terms and conditions of such employment, and the separation of such employment; (ii) any and all claims of employment discrimination and wrongful termination under any federal, state, or local statute or ordinance, public policy or the common law, including, without limitation, any and all claims under the Civil Rights Act of 1964, 42 U.S.C. § 2000(e) et seq., as amended by the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; the Age Discrimination in Employment Act; the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq.; 29 U.S.C. § 201 et seq.; COBRA, 26 U.S.C. § 4980B; the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; the False Claims Act, 31 U.S.C. § 3729 et seq.; the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq.; the Iowa Civil Rights Act, Iowa Code § 216 et seq.; the Iowa Wage Payment Collection Act, Iowa Code ch. 91A; (iii) any and all claims for breach of contract, express or implied, promissory estoppel, or fraudulent or negligent misrepresentation; (iv) any and all claims for slander, libel, defamation, invasion of privacy, emotional distress, compensatory or punitive damages, personal injury, or any other claim for damages or injury of any kind whatsoever; and, (v) any and all claims for monetary recovery, including, without limitation, attorneys' fees, experts' fees, medical fees or expenses, costs and disbursements and the like. Nothing in this agreement is intended to release any claims for unemployment benefits as allowable under Iowa law.

Anthony agrees that he will not recover upon, or otherwise enforce or accept monies from any judgment, decision, or award upon any claim released under this Paragraph.

This release does not apply to or include any actions to enforce this Agreement, or to acts or practices which occur after its effective date. In addition, this Agreement and release shall not preclude Anthony from communicating with, providing information to, or filing, testifying, assisting or participating in a charge, complaint, investigation or proceeding with, the Equal Employment Opportunity Commission (EEOC), the Iowa Civil Rights Commission (ICRC), the Occupational Safety and Health Administration (OSHA), the Securities and Exchange Commission (SEC), the National Labor Relations Board (NLRB) or any other federal, state or local governmental or law enforcement agency or commission ("Government Agencies").

**8. Representations Concerning FLSA and Workers' Compensation.** Anthony represents that he does not believe, and is aware of no evidence suggesting, IVCCD has failed to comply with the Fair Labor Standards Act. Anthony acknowledges that all, if any, known workplace injuries or occupational diseases were previously reported to IVCCD and that currently Anthony has no known workplace injuries or occupational diseases that have not been reported. Anthony acknowledges that IVCCD is relying on the accuracy of these representations as a material term of this Agreement.

**9. Liens.** Anthony agrees that, to the extent that there are any liens or rights of subrogation or reimbursement on Anthony's recovery, Anthony shall have the sole responsibility to satisfy such liens, subrogation rights, or reimbursement rights out of the Settlement Payments described in Paragraph 2. Anthony agrees to defend, indemnify, and hold harmless the District from any and all liens or claims for subrogation or reimbursement arising out of the subject matter of the claims.

**10. No Reapplication/No Rehire.** Anthony shall not seek employment, reemployment, or reinstatement with the District or any of the Released Parties. Anthony acknowledges and agrees that the District and the Released Parties have no obligation now or at any time in the future to rehire, engage, or employ Anthony in any capacity.

**11. Older Worker Benefit Protection Act.** Anthony acknowledges that this written Agreement, which includes a release of claims arising under the Age Discrimination in Employment Act of 1967 (the "ADEA"), is written in a manner calculated to be understood, and is understood by him. Anthony acknowledges that the release of claims is in exchange for the consideration outlined above, which is above and beyond that to which he is otherwise entitled to receive from the District. Anthony has been allowed, but is not required to use, twenty-one (21) days from the date of receiving this document to consider whether or not to execute this Agreement. In the event of such execution, Anthony has thereafter a period of seven (7) days from the date of execution in which to revoke such execution by delivering written notice signed by Anthony and directed to Lindsay Vaught, 100 Court Avenue, Suite 600, Des Moines, Iowa 50309, in which case this Agreement shall become null and void and neither party shall have any obligation under this Agreement. This Agreement will not become effective until the revocation period has expired. Anthony is hereby advised in writing to consult with competent legal counsel of his own selection prior to signing this Agreement, and by his signature below, Anthony acknowledges he has had the time and opportunity to do so.

**12. Beneficiaries and Assignability.** This Agreement is binding on, and shall inure to the benefit of, the Parties, their heirs, representatives, transferees, principals, estates, executors, administrators, predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, directors and employees.

**13. Entire Agreement.** This Agreement constitutes the entire agreement, written and oral, of the parties hereto, and it supersedes and replaces all prior negotiations, proposed agreements, understandings, representations and agreements, written or oral. No party hereto is relying on any statement or representation of any other party hereto except those, if any, set forth herein. No part of this agreement may be amended, varied, or supplemented in any respect, except by a writing duly executed by each of the parties hereto or their authorized representatives.

**14. Choice of Law.** The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard for its choice-of-law provisions.

**15. Severability.** Except as otherwise provided in this Paragraph, if any provision of this Agreement shall be finally determined to be invalid or unenforceable by a court of competent jurisdiction, that part shall be ineffective to the extent of such invalidity or unenforceability only,

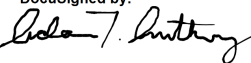
without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

**16. Knowing/Voluntary Waiver.** Anthony acknowledges and agrees that he has had sufficient time to consider this Agreement and consult with legal counsel of his choosing concerning its meaning prior to entering into this Agreement. Anthony further acknowledges that he fully understands this Agreement and the effect of signing and executing the Agreement.

**17. Jointly Drafted.** Because the Parties have had a full opportunity to consider this Agreement and negotiate its terms, this Agreement is deemed to have been jointly prepared by the Parties, and any uncertainty or ambiguity existing in it shall not be interpreted against any Party as the primary drafter of the Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its meaning and not strictly for or against any of the Parties.

**FULLY UNDERSTANDING THE ABOVE PROVISIONS, THE PARTIES KNOWINGLY AND VOLUNTARILY AGREE TO THE TERMS OF THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE.**

Date 5/2/2024

DocuSigned by:  
  
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Adam Anthony

Date \_\_\_\_\_

Belmond-Klemme Community School District  
By: Gary Berkland, Board President