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## SEVERANCE AGREEMENT AND RELEASE

This Severance Agreement and Release (“Severance Agreement”) is entered into by and between Danielle Dempster (“Employee”) and Woodbury County, Iowa (“Employer”).

Employee currently serves as the Director of the Veteran Affairs Department. In recognition of Employee’s service to Employer and out of a mutual desire to settle and resolve any and all issues relating to Employee’s employment with and separation from employment without any disputes, proceedings, or litigation, the parties have agreed to enter into this Severance Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in exchange for the following promises and consideration, which the parties acknowledge to be adequate, Employee and Employer agree as follows:

1. a. Employee acknowledges that she has resigned from her employment with Employer effective October 16, 2019. To the extent the following remains in Employee’s possession, Employee shall promptly return all of Employer’s property, equipment and supplies in Employee’s possession to Employer. Employee further agrees to refrain from applying for any current or future job opening or position with Employer. Employee’s separation from employment with Employer is permanent.
  - b. Employer will pay Employee a separation payment equal to four weeks of Employee’s salary, less appropriate federal and state tax withholdings. Payment will be made on the first business day of the month following the eighth (8<sup>th</sup>) day after Employee signs and delivers this Separation Agreement to Employer as set forth in Section 11 below (the “Effective Date”).
  - c. In accordance with the Iowa Wage Payment Collection Law, Iowa Code Chapter 91A, Employer will pay all earned but unpaid wages or compensation due to Employee, if any, and Employee’s accrued but unpaid vacation or paid time off, if any in a lump sum, less appropriate federal and state tax withholdings and any other authorized deductions, on Employer’s next regular pay date.
  - d. Except as otherwise specified herein, by plan documents, or as required by Iowa law, all other benefits provided to Employee, including any benefits for which Employee is currently paying the entire premium, shall terminate on the Separation Date.
2. The Separation Date shall be considered the “qualifying event” for purposes of Employee’s right pursuant to COBRA or Iowa Code Chapter 509B, as applicable, to continue participation in Employer’s group health insurance program. Accordingly, Employee’s right to receive Employer-provided group health benefits will terminate on the Separation Date, subject to her right to continue participation in Employer’s health insurance program. Employee will receive all notices required by law under separate cover. All other benefits to which Employee was entitled

or eligible by virtue of Employee's employment with Employer will terminate as of the close of business on the Separation Date.

3. Employee acknowledges and agrees that the consideration described above is more than any consideration due under Employer's policies or practices. Following the termination of her employment, Employee will not receive any other compensation or payments unless specifically set forth in this Agreement. Except for workers' compensation benefits due to Employee from Employer, if any, as a result of a work-related injury or illness, all other benefits received by Employee or for which Employee is eligible by virtue of Employee's employment with Employer shall terminate as of the close of business on the Separation Date. Subject to the exception set forth below, Employer agrees that if Employee applies for and is granted unemployment compensation benefits Employer will not file a notice of contest. In the event, however, that Employee is receiving workers' compensation benefits on the Separation Date or begins receiving workers' compensation benefits as a result of a work-related injury or illness sustained prior to the Separation Date, Employer retains the right, in its sole discretion, to contest the payment of unemployment compensation benefits to Employee during the period of time in which Employee continues to receive workers' compensation benefits. As required by law, Employer will advise the Iowa Workforce Development Unemployment Insurance Services Division of the payments made to Employee under the terms of this Agreement, as well as of workers' compensation benefit payments made to Employee, if any. Employee understands that receipt of payments made to her pursuant to this Severance Agreement may result in a finding of ineligibility to receive unemployment compensation for the period of time corresponding to the separation payment received hereunder.

4. Confidentiality is essential to the interests of Employer. Employee recognizes that as a result of her employment with Employer, she has had access to confidential information. Employee agrees she will not disclose any confidential information of Employer which Employee acquired as an employee of Employer to any other person or entity or use such information in any manner that is detrimental to the interest of Employer. Employee further acknowledges that Employee will continue to abide by any federal, state, or applicable laws and regulations that govern the confidentiality of information she acquired as an employee of Employer.

5. Employee accepts the consideration provided to her pursuant to this Severance Agreement as a full and complete satisfaction of any and all claims Employee may have against Employer as of the Effective Date of this Severance Agreement, arising from or in any way related to her employment with Employer or the separation of such employment. Employee agrees to release Employer, any related or affiliated persons, entities or companies, and any and all current and former elected officials, directors, officers, employees or agents, from all claims, demands, causes of action, any and all manner of suits, known and unknown, that Employee has or may have against Employer as of the Effective Date of this Severance Agreement, arising from or in any way related to Employee's employment with Employer or the separation of her employment with Employer. This release includes all claims under any possible legal, equitable, contract, tort or statutory theory, including, but not limited to, wrongful discharge, breach of contract, employment-related torts or any claims under state/federal fair employment laws, including any and all causes of action, or claims of any type, both known and unknown, in law or in equity, of a class or individual nature, including but not limited to claims or causes arising or which could have

arisen out of Employee's employment relationship with Employer under the Fair Labor Standards Act, the Employment Retirement Income Security Act, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the National Labor Relations Act, the Americans with Disabilities Act, the Americans with Disabilities Amendments Act of 2008, the Vocational Rehabilitation Act of 1973, the Veterans Employment Preference Act, Federal Executive Order 11246, the Family and Medical Leave Act, the Iowa Civil Rights Act, the Iowa Wage Payment Collection Act and/or any other similar federal, state or local statute, law, ordinance, regulation or order and/or common law theory. Employee further covenants and agrees that she will not sue Employer or permit any person or entity acting on her behalf to initiate any lawsuit or action of any kind against Employer arising from or in any way related to Employee's employment with Employer or her separation from employment with Employer. Employee further waives and releases any rights she may have under Iowa Code Chapter 35C.

6. Employee further agrees that upon execution of this Severance Agreement, she waives all rights, either directly or through a third party, she may have to file suit or make claims against Employer, its elected officials, officers, directors, employees and agents on any cause of action arising out of or in connection with her employment with Employer or the separation of such employment, including any suit or claim under any state, federal, or local discrimination law, and all other applicable employment-related laws.

7. Specifically excluded from the waivers set forth in this Severance Agreement are any claims which cannot be waived by law, including the right to file a charge with a state or federal agency or to participate in an investigation conducted by certain government agencies. Nothing contained in this Severance Agreement shall be interpreted as a release or waiver of Employee's rights to his retirement plan assets, if any, or a waiver of any rights to workers' compensation or a waiver of his rights to unemployment compensation or the right to enforce this Severance Agreement. It is the express intention of the parties that should Employee file a claim with a state or federal agency regarding matters which are the subject of this Severance Agreement, the consideration received by Employee pursuant to this Severance Agreement will offset any monetary recovery Employee may be awarded against Employer by any state or federal agency charged with enforcing fair employment laws.

8. Although the terms of this Agreement shall be made public to the extent as required by Iowa law, this matter is a confidential personnel matter pursuant to Iowa Code Chapter 22. The Parties agree that they will not communicate or divulge, whether publicly or privately, to any person or organization, whether public or private, this Agreement or the terms and conditions of this Agreement, except that Employee may communicate or divulge the terms and conditions of this Agreement to her immediate family members, accountant or tax return preparer, and attorney.

9. Employee agrees that at all times, present and future, she shall not disparage Employer or any of Employer's personnel or elected officials. Employer agrees that at all time, present and future, it shall not disparage Employee. Each party agrees not to knowingly make false statements about the other party.

10. Upon request from a prospective employer regarding Employee's employment history with Employer, Employee hereby expressly authorizes Employer to provide the following neutral information: date of hire, date of separation, and position(s) held. The foregoing statement notwithstanding, Employee agrees that Employer shall have no liability to Employee for the release of additional factual and opinion information regarding Employee's employment tenure with Employer, subject to the execution and delivery by Employee to Employer of a "release of information waiver" which permits the release of such factual and opinion information by Employer.

11. The following provisions are included in compliance with Section 7 of the federal Age Discrimination in Employment Act ("ADEA"). Employee is hereby advised of the following:

(a) The release and agreement not to sue and waiver contained in this Severance Agreement apply to, among other things, any and all claims, if any, Employee may have, against Employer under the ADEA.

(b) This Agreement shall be deemed to waive all ADEA claims Employee may have against Employer up to and including the Effective Date of this Agreement. By signing this Agreement Employee agrees that neither Employee nor anyone acting on her behalf will sue Employer asserting an ADEA claim.

(c) Employee acknowledges that he has been advised to consult with an attorney before signing this Agreement. Any consultation will be at Employee's expense.

#### REVIEW NOTICE TO EMPLOYEE

You have twenty-one (21) days from the date of receipt of this Agreement, to decide whether or not to sign it. You may also sign this Agreement at any time before the 21-day review period is up. If you elect to sign the Agreement before the 21-day review period expires, you may revoke your acceptance of the Agreement by giving written notice of your revocation to Melissa Thomas, Human Resources Dept., 620 Douglas St., Sioux City, Iowa 51101 at any time within seven (7) days after the date you sign the Agreement. This Agreement will not become effective or enforceable until the eighth (8<sup>th</sup>) day following the date on which this Agreement is signed, i.e., the Effective Date. **If you do not sign and return this Agreement on or before the date on which the 21-day review period expires, the Agreement shall automatically be withdrawn and all provisions contained herein will thereafter be deemed null and void. Further, in the event you revoke this Agreement, all provisions set forth herein shall become null and void.**

12. Employer and Employee acknowledge and agree that by entering into this Severance Agreement, neither party in any way admits that it has treated the other party unfairly or unlawfully.

13. Each provision of this Severance Agreement is severable, and if a provision for any reason is held invalid, all remaining provisions will be enforceable. If any provision of this

Severance Agreement is held to impose a restriction upon Employee which is unenforceable in scope but could be made enforceable by limiting the scope, Employee and Employer agree to a modification of the invalid or unenforceable provision to the extent required for enforceability.

14. The parties acknowledge that this Severance Agreement constitutes the entire understanding and agreement between them. No other promises, commitments or compromises have been made other than those set forth in this Severance Agreement. This Severance Agreement shall be deemed to supersede any other agreements, written or oral, regarding the subject matter herein stated. Any modification to this Severance Agreement will be effective only if in writing and signed by both parties.

15. This Severance Agreement will be interpreted and construed in accordance with the laws of the State of Iowa without regard to its conflict of law provisions.


16. EMPLOYEE STATES THAT SHE HAS READ AND UNDERSTANDS THAT THIS SEVERANCE AGREEMENT IS MEANT AS A SETTLEMENT AND RELEASE, RELEASING WOODBURY COUNTY, IOWA AND ITS PAST AND PRESENT ELECTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, ASSIGNEES, AND ADMINISTRATORS, FROM ANY AND ALL CLAIMS EMPLOYEE MAY HAVE OR CLAIM TO HAVE AGAINST THEM; THAT EMPLOYEE VOLUNTARILY AGREES TO THE TERMS SET FORTH HEREIN; THAT EMPLOYEE KNOWINGLY AND WILLINGLY INTENDS TO BE LEGALLY BOUND BY THE SAME; THAT EMPLOYEE WAS GIVEN ADEQUATE OPPORTUNITY TO CONSIDER THE SEVERANCE AGREEMENT; AND THAT EMPLOYEE DISCUSSED IT WITH HIS LEGAL COUNSEL OR THAT EMPLOYEE KNOWINGLY AND WILLINGLY CHOSE NOT TO SEEK LEGAL COUNSEL BEFORE SIGNING THIS AGREEMENT.

**\*CAUTION: THIS IS A RELEASE – READ BEFORE SIGNING\***

Signed and dated by the parties on the respective dates set forth below.

WOODBURY COUNTY, IOWA


By:

  
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Keith Radig, Chairperson  
Board of Supervisors

Date:

11/5/19

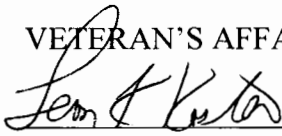
DANIELLE DEMPSTER

  
\_\_\_\_\_

Date:

10/23/19

VETERAN'S AFFAIRS COMMISSION

  
\_\_\_\_\_  
Leon Koster, Commission Chair

Date:

10/29/19