

# SETTLEMENT AND RELEASE AGREEMENT

between

**Scott Tepner and  
Cerro Gordo County, Iowa**

This Settlement and Release Agreement (hereinafter the "Agreement") is entered into by and between Cerro Gordo County, Iowa (hereinafter the "County"), and Scott Tepner (hereinafter "Tepner"), a former employee of the County.

1. Tepner acknowledges and understands that for this Agreement to be binding, it must be ratified by the Board of Supervisor. Upon ratification, this Agreement becomes a public record pursuant to Iowa Code Chapter 22.

2. In return for agreeing to this release and fulfilling the terms of this Agreement, the County agrees as follows:

- a) To pay Tepner a lump sum payment equivalent to 13.9 months of his current salary. The lump sum amount shall be reduced by all applicable payroll taxes and deductions. This payment shall be made within a reasonable time after this Agreement becomes final and binding pursuant to Paragraph 12.
- b) To pay Tepner a lump sum payment of \$998.97 to compensate him for his accrued but unused vacation. This payment was made on June 6, 2014.
- c) The County will not protest any claim for unemployment benefits Tepner may choose to file upon expiration of his severance pay.
- d) Tepner will retain any and all rights to COBRA insurance. COBRA insurance will be at Tepner's personal expense.

3. It is understood and agreed that Tepner is not entitled to receive any compensation from the County other than as set forth in Paragraph 2 of this Agreement.

4. Tepner shall not knowingly seek employment, reemployment, or reinstatement with the County.

5. Based upon this Agreement, Tepner fully and forever releases and discharges the County and its 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 unknown or which have ever existed or now exist, including but not limited to, claims, liabilities, or causes of action relating to or arising out of Tepner's recruitment, hiring, employment, or separation from employment with the County, 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. Tepner further 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 County, or the individuals referenced in paragraph 5, arising out of or attributable to Tepner's employment, or separation from employment with the County, or any other action or cause of action released above.

7. Tepner warrants and represents that he 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 Tepner is the sole and absolute owner of all thereof and that Tepner 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.

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. Tepner further acknowledges that he has been advised of his right to consult an attorney and has had the opportunity to consult an attorney prior to signing this Agreement. Tepner signs this agreement **knowingly and voluntarily** and solely in reliance upon his own knowledge, belief and judgment and not upon representations made by the County or others on its behalf.

12. Tepner acknowledges that he received a copy of this Agreement on June 19, 2014, and that he was given up to twenty-one (21) days to consider this Agreement.

13. Following the date of his signing of this Agreement, Tepner shall have seven (7) days to revoke the Agreement, and this Agreement shall not be effective until this seven (7) day period has expired. If Tepner chooses to exercise his right to revoke this Agreement, he shall serve notice upon Mr. Tom Dryzycimski, 220 North Washington Avenue, Mason City, Iowa, 50401.

FOR THE COUNTY

FOR THE EMPLOYEE

By: 

Robert E. Amosson  
Chairman

Date: 7/1/14

By:   
Scott Tepner

Date: 6/22/14

