

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release ("Agreement") is entered into by and between Patricia Erickson-Puttmann ("Employee") and Woodbury County, Iowa ("Employer"), collectively "the Parties".

Employee is currently employed by the County in a position assigned to the Sioux Rivers MHDS Region. Employee is the plaintiff in a lawsuit pending in Woodbury County District Court, Case No. LACV174336 (the "Lawsuit"). Plaintiff has made claims against Employer and individuals Ed Gilliland, Patrick Gill, Gloria Mollet, Matthew Ung, Jeremy Taylor, and Mark Monson (collectively, the "Defendants"). Employer and Defendants deny such claims. The Parties have agreed to compromise and settle all of Employee's claims arising from the Lawsuit and to resolve any and all issues relating to Employee's employment with and separation from employment without any further disputes, proceedings, or litigation. The Parties have agreed to enter into this 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. **Resignation and No Future Employment.** Employee voluntarily resigns from her employment with Employer effective 5:00 p.m., CDT, on June 30, 2019 (the "Resignation Date") as set forth in her resignation letter attached hereto as Exhibit A and Employer accepts her resignation. Employee will return all of Employer's equipment and property by the Resignation Date. From the date this Agreement is fully executed by all Parties through June 30, 2019, Employee shall be on paid time off and shall continue to receive normal salary and benefits. This paid time off is exclusive to and in addition to any of Employee's accrued vacation time. Employee is not expected to and will not provide any work or services in her position as the Woodbury County/Sioux Rivers MHDS Service Coordinator during this paid time off. Employee further agrees that she will not apply for any position or opening with Employer or Rolling Hills Community Services Region or its successors.
2. **Dismissal with Prejudice.** Upon execution of this Agreement, Employee shall dismiss her claims in the Lawsuit against the Employer and all Defendants with prejudice. Such dismissal shall provide that each party will bear its own costs.
3. **Release.** Employee releases and discharges all Defendants and Employer, the Woodbury County Board of Supervisors, and any and all of Employer's officers, employees, elected officials, representatives or agents from any and all liability whatsoever including all claims, demands, or causes of action which she has or may ever claim to have by reason of her employment with the Employer, the separation of her employment relationship with Employer, and the promises made by Employee herein. Without limiting the foregoing, the claims which Employee waives and releases herein includes those claims asserted or were capable of being

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asserted in the Lawsuit; any claim for back pay, front pay, emotional distress, IPERS contributions, injunctive or equitable relief, and attorney's fees, costs, and disbursements arising out of or relating to the Lawsuit. However, this Agreement does not waive any claims Employee may have against Employer for breach of this Agreement.

4. Separation Payment. Employer shall pay Employee as follows:
 - a. \$50,692.68 less appropriate state and federal tax deductions, including the Employee's portion of IPERS, as payment for back wages made payable to Employee. Employer shall contribute its portion of IPERS for the wage periods associated with the backpay.
 - b. \$71,462.91 without deduction or withholding made payable to Employee. Employee shall be solely responsible for any and all taxes that thereafter may be due on these payments and shall hold Employer and the Defendants of the Lawsuit harmless and indemnify them from any liability thereon. This portion of the payment shall be made within seven days of the date this Agreement becomes fully executed.
 - c. \$60,000.00 made payable to Employee's attorneys, Coppola, McConville, Carroll, Hockenber & Flynn, P.C. This portion of the payment shall be made within seven days of the date this Agreement becomes fully executed.
 - d. Employee's annual salary shall be raised to \$101,306.59 effective December 31, 2018.
5. Following the Resignation Date, Employee may elect to remain on the Employer's group health insurance plan and receive individual coverage at Employee's expense as a retiree until Employee becomes Medicare eligible or becomes otherwise ineligible to participate pursuant to the group health insurance plan or because of a change to state or federal law. Employee acknowledges that pursuant to the Employer's group health insurance plan that Employee's spouse will not be eligible to remain on the plan following the Resignation Date. Plaintiff may continue to participate in family coverage until her Resignation Date.
6. Other.
 - a. In their public and private dealings with one another, the Parties agree to treat each other with respect and professional courtesy. The Parties will refrain from making derogatory comments about one another and the Defendants in the Lawsuit that relate to the claims or allegations in the Lawsuit.
 - b. This Agreement shall not in any way be construed as an admission of wrongdoing of either party or any of the Defendants in the Lawsuit.


c. 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.

7. Employee acknowledges that she has been represented by an attorney and agrees that this Agreement is entered into freely and voluntarily and solely in reliance upon her own knowledge, belief and judgment. Employee states that she has read and understands this Agreement and all of its terms; that she was given adequate opportunity to consider the Agreement; and that Employee discussed it with her legal counsel.

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

WOODBURY COUNTY, IOWA

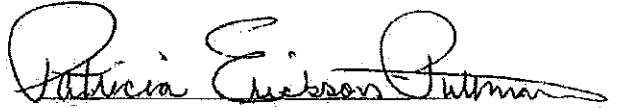
By:


Keith Radig, Board Chair

Date:

1/15/2019

PATRICIA ERICKSON-
PUTTMANN



Date:

January 9, 2019