

**SEPARATION AGREEMENT  
AND GENERAL RELEASE**

This Separation Agreement and General Release (hereinafter "Agreement") is made and entered into between Mr. Jeff Klinzman (hereinafter "Mr. Klinzman") and Kirkwood Community College (hereinafter "the College") for the consideration and mutual promises hereinafter stated.

WHEREAS, Mr. Klinzman has been employed by the College as an adjunct instructor;  
and

WHEREAS, Mr. Klinzman has offered to forego future employment, and the College is willing to accept Mr. Klinzman's offer; and

WHEREAS, Mr. Klinzman and the College desire to effectuate this resignation and resolve and settle any and all claims, rights, and actions, whether arising in contract, tort, or statute that Mr. Klinzman has or may have against the College and/or its employees.

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, it is understood and agreed by and between each of the parties as follows:

1. Resignation and Agreement to not seek re-employment. By entering this Agreement, Mr. Klinzman resigns from all current and future employment and assignments with the College and agrees to never again seek re-employment by the College.
2. College's Obligations. It is understood and agreed by and between each of the parties to this Agreement that as full, sufficient, and complete consideration for Mr. Klinzman's promises regarding his resignation and the releases made herein, the College agrees as follows:
  - a. The College will make payment to Mr. Klinzman of \$25,000 and issue a 1099 for this payment; and
  - b. The College will provide a letter of reference relative to Mr. Klinzman's service at the College.
3. Full and Comprehensive Release. Mr. Klinzman, with full understanding of the contents and legal effect of this Release, freely and voluntarily promises to and does hereby completely release and forever discharge the College and its respective officers, directors, agents, employees, from any and all claims, of any and every kind, nature, and character, including any and all claims for attorneys' fees and costs which Mr. Klinzman may now have, or has ever had,

against the College and/or any affiliated officers, directors, agents, employees, successors and assigns, which arose in whole or in part from his employment with the College and any other dealings of any kind between Mr. Klinzman and the College and/or any officer, director, agent or employees of the College, which have transpired prior to the execution of this Release, including but not limited to, any and all claims, rights, demands, and causes of action of any and every kind, whether arising out of any claims for wrongful discharge, discrimination, alleged violations of any alleged contract, express or implied, breach of any covenant of good faith and fair dealing, whether express or implied, any personal injury, any tort, or any statute, including but not limited to, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, The Civil Rights Act of 1991, the Americans With Disabilities Act, the Family and Medical Leave Act, The Employee Retirement Income Security Act of 1974, as amended, the Iowa Civil Rights Act, Iowa Wage Payment Collection, claims under any local rule, state or federal statute, and 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 which Mr. Klinzman may now have, or has ever had, including, but not limited to, any and all claims, rights, demands and causes of action set out or related to those set out.

4. Covenant Not to Sue. At no time subsequent to the execution of this Agreement will Mr. Klinzman file or maintain, or cause or knowingly permit the filing or maintenance, in any state, federal, or foreign court, or before any local, state, federal, or foreign administrative agency, or any other tribunal, any charge, claim, or action of any kind, nature, and character whatsoever, known or unknown, (except claims for unemployment or workers compensation benefits) which he may now have, or has ever had against the College and/or any officer, director, employee, or agent of the College.

5. Complete Release. It is understood and agreed that Mr. Klinzman and the College are currently unaware of any claim, right, demand, debt, action, obligation, liability, or cause of action that either party may have against the other and/or any of their respective officers, directors, agents, or employees which has not been released in this Agreement.

6. No Admission of Liability. It is understood and agreed that this is a mutual compromise of any and all potential claims by Mr. Klinzman, and that neither this Agreement itself, the offering of it, nor the furnishing of the consideration for this Release shall be deemed or construed at any time for any purpose as an admission of anyone's liability or responsibility for any wrongdoing of any kind.

7. Counsel and Voluntary Agreement. Mr. Klinzman represents that he has had the right and opportunity to be represented by counsel of his own choosing in the negotiations for and preparation of this Release, that he is not relying on any representations that may have been made by the College or any of its employees or representatives that are not set out herein, that he

has read this Agreement, that he is fully aware of its contents and of its legal effect, and that he freely and voluntarily enters into it.

8. Iowa Law. This Agreement shall be construed and governed by the laws of the State of Iowa. The parties hereto further agree that if, for any reason, any provision hereof is void or unenforceable, the remainder of this Agreement shall nonetheless remain binding and in effect.

9. Entire Agreement. This Agreement fully supersedes any and all prior agreements or understandings between the parties hereto and sets forth the entire agreement between the parties hereto pertaining to the subject matter hereof.


10. Effective Date. Mr. Klinzman acknowledges that he has had up to 21 days to consider this release before signing it. Following the date he signs this Agreement, Mr. Klinzman shall have seven (7) days to revoke the Agreement in writing, and this Agreement shall not be effective until this seven (7) day period has expired.

**CAUTION: READ CAREFULLY!**

**THIS SEPARATION AGREEMENT AND GENERAL RELEASE  
INCLUDES A RELEASE OF ALL CLAIMS!**

  
\_\_\_\_\_  
Mr. Jeff Klinzman

3-31-20  
Date

  
\_\_\_\_\_  
Dr. Lori Sundberg, President  
Kirkwood Community College

3/12/2020  
Date

