

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement") is entered into by Dr. Michelle Morse ("Morse") and the Bettendorf Community School District, its Board of Education, and their current and former directors, members, agents, administrators, and employees, whether acting in their official or individual capacities (collectively referred to as "BCSD").

WHEREAS, Morse and BCSD have engaged in discussions concerning Morse's continued employment with BCSD;

WHEREAS, the parties have agreed to termination of Morse's current contract; and

WHEREAS, it is the intention of the parties to resolve all matters between them relating to Morse's employment with the Bettendorf Community School District and the end of such employment.

NOW, THEREFORE, in exchange for their mutual promises and for other good and valuable consideration, and intending to be legally bound by the provisions herein, the parties agree as follows:

1. **Superintendent Employment Agreement.** The parties are currently subject to a Superintendent Agreement, as amended, which by its own terms is in effect until June 30, 2028. The Superintendent Agreement contemplates termination prior to June 30, 2028, if the parties agree to payment and a waiver of claims.

2. **Termination of Superintendent Agreement.** The parties agree to the termination of Morse's Superintendent Agreement, effective July 1, 2026. Morse will be compensated pursuant to the current contract through the end of business on July 1, 2026, with her health insurance benefits (including dental and vision) to remain in place until July 31, 2026. No other benefits under the contract are due and owed for the month of July.

3. **Consideration.** After this Agreement becomes fully effective and the expiration of the revocation period set forth in this Agreement has expired without revocation, BCSD will pay to Morse:

a. **Payments:**

- i. Payment will be issued to Morse in the gross amount of \$102,000.00 to compensate her for lost wages, less applicable deductions and withholdings.
- ii. Payment will be issued to Morse in the gross amount of \$600,000.00 to compensate her for non-wage compensatory damages.
- iii. Payment will be issued to Hedberg & Boulton, P.C. in the gross amount of \$18,000.00 for payment of attorney fees.

b. **Representations:** Morse represents, states, and promises that the provisions contained within this Section 3 are new consideration to which she is not otherwise

entitled to under any law, policy, or practice of BCSD, which she would not receive but for this Agreement, and that she will accept the foregoing in full, final, and complete settlement of all Claims she may have (as “Claims” are defined in Section 4.a.), and which she is releasing, under this Agreement, including any pending Civil Rights Complaint(s), and any claims for pay, compensatory damages, punitive damages, liquidated damages, attorneys’ fees, and expenses or costs that she may have, or may have incurred. Morse also represents, states, and promises that she has not assigned or transferred, or purported to assign or transfer, any Claim, portion of a Claim, or interest in a Claim, that is the subject of this Agreement, to any person or entity.

4. **Release of All Claims and Covenant Not to Sue.** In consideration for this Agreement, Morse agrees to the following:

- a. **Release.** Morse irrevocably and unconditionally releases and discharges BCSD from any and all actions, causes of action, suits, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, expenses, attorneys’ fees, and costs actually incurred of any nature whatsoever, which she ever had, now has, or she or her heirs, executors, and administrators hereafter may have against BCSD through the date she signs this Agreement, including but not limited to: (i) any claims made in a Civil Rights Complaint, and (ii) any other claims that relate to or arise out of Morse’s employment, separation from employment, or the operation and management of BCSD, (iii) any claims arising under tort, contract, and quasi contract law, including but not limited to claims of breach of an express or implied contract, tortious interference with contract or prospective business advantage, breach of the covenant of good faith and fair dealing, promissory estoppel, detrimental reliance, invasion of privacy, violation of biometric and data privacy laws, nonphysical injury, personal injury or sickness or any other harm, wrongful or retaliatory discharge, fraud, defamation, slander, libel, false imprisonment, and negligent or intentional infliction of emotional distress, (iv) indemnification rights Morse has against BCSD, (v) any claims under Iowa Code 279 or related code sections relevant to licensed employees of a school district, and (vi) all claims for monetary or equitable relief, including but not limited to attorneys’ fees, back pay, front pay, reinstatement, experts’ fees, medical fees or expenses, costs and disbursements, punitive damages, liquidated damages, and penalties (“Claims”). For example, “Claims” include those arising from any federal or state constitution, statute, ordinance, or common law, those include, without limitation, any Claims arising under: Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.*; 42 U.S.C. § 1981; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12111, *et seq.*; the Age Discrimination in Employment Act, 29 U.S.C. § 621, *et seq.*; the Family and Medical Leave Act, 29 U.S.C. § 2601, *et seq.*; state or local civil rights laws or ordinances (such as the Iowa Civil Rights Act, Iowa Code Chapter 216); other Iowa employment statutes (such as the Iowa Wage Payment Collection Act, Iowa Code Chapter 91A; Iowa Code Chapter 91B, Iowa Minimum Wage Law, Iowa Code Chapter 91D); federal or state common law (such as claims for wrongful discharge for violation of public

policy or for violation of express or implied contract, for infliction of emotional distress or for punitive damages); federal or state administrative regulations; or any other local, state, or federal statutory provisions. Morse agrees to take appropriate action to withdraw or dismiss any pending local, state, and/or federal administrative claims related to her employment with BCSD. Exceptions to this release are contained in Section 4.c. below.

- b. **Covenant Not to Sue.** Morse further agrees and promises that neither she, nor any person, organization, or entity acting on her behalf, will file or make, or cause or permit to be filed or made, any Claims, whether for damages or other relief, against BCSD involving any matter occurring through the date Morse signs this Agreement, or involving any continuing effects of actions or practices which arose prior to the date Morse signs this Agreement, or involving and based upon any Claims that are the subject of this Agreement. This covenant not to sue includes but is not limited to filing litigation in court regarding any Civil Rights Complaint. Exceptions to this covenant not to sue are contained in Section 4.c. below. This covenant not to sue is reciprocal as BCSD, its representatives, and current Board Members, agree and promise not to file or make, or cause or permit to be filed or made, any Claims, whether for damages or other relief, against Morse involving any matter occurring through the execution date of this Agreement involving and based upon any Claims that are the subject of this Agreement, excluding any claims based on illegal, malfeasance, and/or tortious conduct.
- c. **Exceptions.** Notwithstanding anything in this Agreement to the contrary, Morse may bring an action to enforce this Agreement, or an action based on statutory rights that are not subject to release or waiver and for which consideration was paid to Morse, such as under state worker's compensation laws and state unemployment compensation laws.
- d. **Acknowledgment.** Morse acknowledges that BCSD has agreed to provide the payment and benefits described in this Agreement only if she signs this Agreement and gives up any claims she may have against the Bettendorf Community School District, its Board of Education, their current and former directors, members, agents, administrators, and employees, whether acting in their official or individual capacities, predecessors, successors and assigns. **BY SIGNING THIS AGREEMENT, MORSE IS GIVING UP ALL CLAIMS THAT SHE MAY HAVE AGAINST BCSD AND ANY RELATED PERSON OR ENTITY, EXCEPT MORSE DOES NOT WAIVE OR GIVE UP ANY RIGHTS OR CLAIMS THAT MAY ARISE AFTER THE DATE THIS AGREEMENT IS SIGNED.**

5. **Tax Treatment.** Morse acknowledges that BCSD has made no representations or warranties whatsoever concerning the treatment for tax purposes of any payments made pursuant to this Agreement. Morse further agrees that she is fully responsible for any and all tax liability, interest, or penalties due under federal or state law or regulations as a result of the foregoing payments. Morse agrees to be solely responsible for, and to timely pay, any and all such obligations

and to indemnify, defend, and hold BCSD harmless against any subsequent claims for federal or state taxes, if it is determined that such taxes should have been withheld from the payment. Morse is responsible to determine the tax consequence of the payment and act accordingly. Morse agrees that, in the event of challenge by any taxing authority to her allocation of settlement proceeds as wages, non-wage damages, and costs, she will assume the obligation of contesting and litigating, if necessary, said challenge. Morse further agrees to indemnify and hold harmless BCSD for any tax or penalty and attorney's fees arising from her allocation of settlement amounts.

6. **No Further Amounts Due.** In consideration of this payment, Morse agrees BCSD will owe her no further amounts or other benefits, including but not limited to wages, deferred compensation, vacation pay, sick pay, expense reimbursement, medical benefits, annuity/retirement benefits, and other compensation or claims of any nature whatsoever, except as specifically outlined in this Agreement. Morse acknowledges that the amount identified above is in full and final settlement of all potential claims, and that she will have no claim for costs, attorneys' fees, or other amounts incurred in connection with the settlement or litigation of any potential claims, which existed related in any way to her employment with BCSD through the date of this Agreement.

7. **Specific Waiver of Age Discrimination Claims.** In exchange for the amounts paid to Morse under this Agreement, Morse specifically waives any claims she or any person claiming under her may have against BCSD, or any related person or entity, under the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, any successor to either of these laws, or any other similar law.

8. **No Determination of Validity of Claims.** BCSD expressly denies any violation of any of BCSD's policies or procedures or BCSD's contract with Morse, or violation of any federal, state, or local laws or regulations. Although this Agreement resolves all issues between BCSD and Morse relating to any alleged violation of any policies, laws, or regulations, this Agreement does not constitute an adjudication or finding on the merits of any claims by Morse, and will not be construed as an admission by BCSD of any such violation. This Agreement and any settlement discussions shall not be admissible in any proceeding as evidence or an admission by BCSD of any violation of any policies, law, or regulation.

9. **Voluntary Agreement/Consultation with Attorney.** This Agreement contains a release of certain claims that Morse may have. Morse recognizes and understands her right to consult with an attorney (at her expense) before signing this Agreement to make sure she understands its terms and their legal implications. Morse acknowledges that BCSD has advised her to consult with an attorney with regard to this Agreement and her potential claims. By signing this Agreement, Morse acknowledges that she has had ample time to review and consider this Agreement, and to consult with legal counsel of her choosing; that she understands the terms and effect of this Agreement in its entirety; that she is not relying on any other statements or representations by BCSD or its representatives; and that she voluntarily enters into this Agreement without duress or coercion.

10. **Applicable Law.** This Agreement will be interpreted and enforced based on the laws of the State of Iowa, without giving effect to Iowa's conflict of law provisions.

11. **Return of BCSD's Property.** Morse agrees to immediately return any of BCSD's property that is in her possession, including keys to the building, and further agrees not to retain copies of any of BCSD's property and/or business records.

12. **Waiting Period/Effective Date.** Morse understands she has twenty-one (21) calendar days from her receipt of this Agreement to consider and accept it. Morse further understands that she may revoke this Agreement within seven (7) calendar days after signing it. Any such revocation must be in writing, signed by Morse, and directed to Wendy S. Meyer at Lane & Waterman LLP, 220 N. Main Street, Suite 600, Davenport, Iowa 52801. The 7-day revocation period will not be waived, and any revocation will result in no amounts being paid or given pursuant to this Agreement. This Agreement will not become effective until the revocation period has expired.

13. **Public Disclosure.** The parties specifically acknowledge this Agreement or parts thereof is subject to disclosure in response to a request under Iowa's public records law.

14. **Joint Statement; No Derogatory Comments.** The parties agree a joint statement will be created and, if requested by the public or media, such statement will be provided regarding this Agreement and any matter covered by this Agreement, including Morse's employment with BCSD. Specifically, the parties agree that the following statement accurately summarizes the nature of the separation: "The Board and Dr. Morse agreed to a release from her contract after the conclusion of the 2025-2026 school year. Dr. Morse performed her regular duties as superintendent through a transition period ending on July 1, 2026." Morse and current Board Members further agree to make their reasonable best efforts to maintain the integrity of their relationship. Dr. Morse and current Members of the School Board agree not to make derogatory statements about the other nor will they intentionally interfere with the prospective employment relationships of the other, which could constitute unlawful conduct.

15. **Agents.** Each person signing on behalf of the parties to this Agreement hereby certifies and acknowledges that he/she is a duly authorized agent of the relevant entity and has full authority to bind said entity to this Agreement.

16. **Entire Agreement and Successors in Interest.** This Agreement contains the entire agreement between Morse and BCSD with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.

17. **Prior Agreements Not Enforceable.** This Agreement contains the entire agreement of the parties; and any prior representations, promises, or agreement (whether oral or written) that are not in this Agreement are superseded and not enforceable. The terms of this Agreement may not be altered, amended, or waived, except by another written agreement signed by all parties.

18. **Understanding the Terms.** Morse and BCSD acknowledge they have read this Agreement completely, and fully understand the terms, nature, and effect of this Agreement, which Morse and BCSD voluntarily execute in good faith.

19. **Severability.** The parties agree that the provisions of this Agreement are severable, and that the invalidity or unenforceability of any one or more provisions shall not affect the validity or enforceability of any or all other provisions.

20. **Counterparts.** Duplicate copies of this Agreement may be signed, and each copy will be considered an original document, but when taken together, all copies will constitute one agreement.

21. **Additional Acknowledgments by Morse.** Morse agrees that:

- She is entering into this Agreement knowingly and voluntarily;
- She has been advised by this Agreement to consult with an attorney before signing this Agreement;
- She has had sufficient time to consider this Agreement before signing it; and
- She is not otherwise entitled to the amounts described in Paragraph 3 of the Agreement.

Dated: _____

Dr. Michelle Morse

Dated: 7-7-2026

BETTENDORF COMMUNITY SCHOOL
DISTRICT

Paul Castro
Paul Castro
Board President

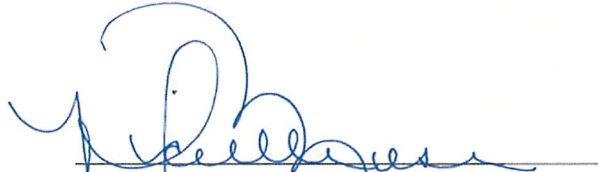
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Dated: July 1, 2026



Dr. Michelle Morse

Dated: _____

BETTENDORF COMMUNITY SCHOOL
DISTRICT

Paul Castro
Board President