

EMPLOYMENT TERMINATION AGREEMENT

This is an agreement between you, Dr. Larie D. Godinez (on behalf of yourself and your representatives, heirs, executors, and assigns) ("You" or "Your"), and Dubuque Community School District, in the Counties of Dubuque and Jackson, State of Iowa, a.k.a. Dubuque Community School District (on behalf of its insurers, predecessors, successors, assigns, agents, employees, officers and directors) (collectively "The District").

1. Payments and Other Consideration. You and the District agree that Your employment with the District will terminate by your voluntary resignation effective at 11:59 PM on June 30, 2012 (the "Effective Date"), and by Your signature of this Agreement You hereby tender Your resignation effective as of that date. If you sign this Employment Termination Agreement (the "Agreement") and do not revoke it timely under Paragraph 18 below:

(a) On the eighth calendar day after you sign this Agreement and provided you have not revoked it timely under Paragraph 17 below, the District will provide You with \$80,104.54, consisting of \$73,035.52 in severance pay, \$5,689.70 for accrued vacation, and \$1,379.32 for unused personal days, in a single, lump sum payment (applicable federal and state payroll deductions will not be made from the pay amount). You agree to pay any and all federal and state income taxes resulting from such lump sum payment and to defend, indemnify, and hold the District harmless from any liability relating to its failure to withhold said taxes. You are not entitled to such payment if You do not sign this Agreement or if you sign this Agreement and revoke it timely.

(b) The District will pay you \$15,000 in salary for the month of June, 2012, less tax and other withholding, if any, according to your elections now in effect, on the dates regularly scheduled by the District for such payments according to its payroll schedule now in effect, and the District will pay for your benefit your health benefits cost for the month of June, 2012, in the amount of \$1964.48. You are not entitled to such payment if You do not sign this Agreement or if you sign this Agreement and revoke it timely.

Those payments which are to be made to you according to the foregoing subparagraphs shall be mailed to you by first-class mail, postage prepaid, addressed to you as follows:

Dr. Larie D. Godinez
312 Persimmon Lane
Oswego, IL 60543

During the period from signature of this Agreement and through the effective date of your resignation, you will remain on leave and will not be required to perform and will not attempt or purport to perform any work or other duties on behalf of the District.

2. Covenants Not to Sue/Releases and Waivers.

(a) In exchange for the payments described in Paragraph 1, You agree not to bring any lawsuit against the District, you hereby withdraw your request for hearing before an administrative law judge under Section 279.24, Code of Iowa, and you hereby withdraw your request for public records dated May 24, 2012. Further, effective from the date of this Agreement You release and waive all claims or liability which You may have, known or unknown, against the District, arising out of Your employment and/or the termination of your employment with the District. This includes claims that the District has discriminated against You on the basis of age, race, color, sex (including sexual harassment), national origin, ancestry, disability, religion, sexual orientation, marital status, parental status, veteran status, source of income, entitlement to benefits, or any union activities in violation of any local, state, or federal law, constitution, ordinance, or regulation, including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; 42 U.S.C. § 1981, as amended; the Equal Pay Act; the Age Discrimination in Employment Act, the Iowa Civil Rights Act; the Dubuque Human Rights Ordinance; the Americans with Disabilities Act; the Family Medical Leave Act; the Employee Retirement Income Security Act, Section 510; and the National Labor Relations Act.

This also includes all contract, tort and personal injury claims, all collective bargaining agreement claims and grievances, all claims based on any legal restriction on the District's right to terminate Your employment, all claims for breach of any covenant of good faith and fair dealing, breach of fiduciary duty, promissory estoppel, violation of public policy, fraud or misrepresentation, defamation, intentional or negligent infliction of emotional distress, negligence, wrongful termination, tortious interference with contract or advantageous relationship, whistle-blowing, retaliation or retribution by reason of, or any obstruction of, Your rights provided by law, claims for wages, accrued vacation pay, commissions, bonuses, and any other compensation or benefits accrued or earned or claims relating to the District's conduct in the course of Your employment.

This Agreement does not affect or release any worker's compensation, unemployment compensation, COBRA, or other benefits or rights not permitted by law to be released privately without participation or supervision by the agencies

administering such matters or a court of competent jurisdiction. This Agreement does not waive or release any claims You may have which arise after the date You sign this Agreement.

(b) On the eighth calendar day after you sign this Agreement, provided you have not revoked it timely under Paragraph 17 below, in exchange for the resignation tendered in Paragraph 1 above and the covenant, release and waivers by You described in Paragraph 2(a), above, the District agrees not to bring any lawsuit against You and the District hereby agrees to withdraw its resolution to consider the termination of Your employment under Chapter 279, Code of Iowa. Further, effective on the eighth calendar day after you sign this Agreement, provided you have not revoked it timely under Paragraph 17 below, the District releases and waives all claims or liability which the District may have, known or unknown, against You, arising out of Your employment and/or the termination of your employment with the District.

This also includes all contract, tort and other claims, all claims based on the District's right to terminate Your employment, all claims for breach of any covenant of good faith and fair dealing, breach of fiduciary duty, promissory estoppel, violation of public policy, fraud, concealment or misrepresentation, defamation, negligence, or any obstruction of the District's rights provided by law, or other claims relating to Your conduct in the course of Your employment.

This Agreement does not affect or release any defense to any claim for worker's compensation, unemployment compensation, COBRA, or other benefits or rights not permitted by law to be released privately without participation or supervision by the agencies administering such matters or a court of competent jurisdiction. This Agreement does not waive or release any claims the District may have which arise after the date You sign this Agreement.

3. Additional Released Parties. You agree that this Agreement also releases all claims against officers, directors, employees, agents, servants, insurers, attorneys, successors, predecessors, assigns and representatives of the District of any kind as set forth herein. You further agree that You have executed this Agreement on Your own behalf, and also on behalf of any of Your heirs, executors, trustees, administrators, successors and assigns, past and present, and anyone claiming through or under them.

4. Other Agreements By You. By executing this Agreement You are also agreeing that You are entering into this Agreement knowingly, voluntarily, with full knowledge of its significance, and after consultation with legal counsel. You are hereby advised to seek the advice of independent legal counsel before signing this

agreement regarding the effect of this Agreement and the nature of and grounds for the claims hereby released. You have not been coerced, threatened, or intimidated into signing this Agreement.

5. Trade Secrets and Confidentiality. From and after the date of this Agreement, You will not, either directly or indirectly, communicate to any person or business any information concerning any matters affecting or relating to the affairs of the District, including without limiting the generality of the foregoing, its manner of operation, its plans, processes, or other data without regard to whether all of the foregoing matters will be deemed confidential, material, or important, the parties hereto stipulating that as between them, the same are important, material, and confidential and gravely affect the effective and successful conduct of the affairs of the District, and that any breach of the terms of this paragraph shall be a material breach of this Agreement by You.

6. District Information. Except for certain computer and electronic mail files referred to in Paragraph 7 herein, You represent that You have no documents or property in any form belonging to the District or reflecting the District's confidential information in Your possession (on or off the District's premises), and You agree that You will not in the future request or accept any documents, property or information belonging to the District, including copies thereof, nor will You solicit information from any person regarding the District's operations, personnel practices, or Your prior employment with the District.

7. Return of Property. You represent that You have no property in any form belonging to the District in Your possession (on or off the District's premises). You agree that You will return to the District any and all computer and electronic mail files relating to Your employment with The District or the business of the District within five (5) business days after Your receipt of payment from the District under Paragraphs 1(a) and (b) above and that You will not keep any copy or copies of same.

8. No Disparagement. You and the District agree that, as part of the consideration for this Agreement, and as an expression of a mutual desire to obtain an amicable resolution of the termination of Your employment, neither party will make disparaging or derogatory remarks, whether oral or written, about the other party or any released party.

The District agrees that it will not, directly, or indirectly, or in any manner make any written or oral statements to any person, firm, or corporation concerning Your job performance with the District, other than Your job title and the dates of Your employment.

9. No Admission. By making this Agreement, You acknowledge that the District does not admit that it or any of its officers, directors, employees, agents, or representatives has done anything wrong, and the District specifically states that it has not violated or abridged any federal, state, or local law or ordinances, or any right or obligation that it may owe or may have owed You. By making this Agreement, the District acknowledges that you do not admit that you have done anything wrong, and you specifically state that you have not violated, or abridged any federal, state, or local law or ordinance, or any right or obligation that you may owe or may have owed the District.

10. Waiver of Reinstatement Rights and Representation, No Re-Employment; References. You waive, release, and discharge the District from any reinstatement rights which You have or could have had and You acknowledge that You have not suffered any on-the-job injury for which You have not already filed a claim. You agree that You will not knowingly apply for employment or re-employment with the District and that You agree that the District has no obligation, contractual or otherwise, to rehire or re-employ You in the future, either directly or indirectly, on a full-time, part-time, or temporary basis, including but not limited to, utilizing Your services as a temporary employee, worker, consultant, or contractor through any temporary services provider, vendor, or agency.

11. Waiver of Agency Award. You waive any right to any monetary recovery should any federal, state, or local administrative agency pursuant to any claim on Your behalf arising out of or related to employment with and/or separation from employment with The District except any award under the unemployment laws.

12. Consultation. You acknowledge that You have consulted with an attorney before signing this Agreement and that this Agreement has been reviewed by an attorney on Your behalf.

13. No Precedent. The District agrees that this Agreement will not be cited hereto as precedent in any other presently pending or future matter.

14. Breach. If You do not complete Your obligations as outlined in this Agreement, or if You otherwise violate any of the terms of this Agreement, The District's obligation to make payments or provide other benefits under this Agreement will stop immediately, and You will be required to return all payments which You have received pursuant to this Agreement.

15. Understanding and Voluntariness. You acknowledge that, before signing this Agreement, You have been given ample time to review the Agreement

and to decide whether You want to sign it; that You have read it and have had an opportunity to consider its terms; that You understand it and know You are giving up important rights including the right to make further claims against The District and all others released by this Agreement; that You mean everything that You have stated in the Agreement; and that You fully understand the terms, nature and effect of this Agreement which You have voluntarily executed in good faith.

16. Entire Agreement/Severability. This Agreement sets forth the entire agreement between You and the District and supersedes any other written or oral understandings. You and the District agree that if any provision of this Agreement or application thereof is held to be invalid, the invalidity shall not affect other provisions or applications of this Agreement.

17. Time for Consideration of Agreement and for Revocation. You have twenty-one (21) calendar days in which to decide whether to enter this Agreement, sign it, and return it to Stanton Rheingans, Acting Superintendent, at the address below:

Dubuque Community School District
3200 Chaney Road
Dubuque, IA 52001

You may sign this Agreement prior to the expiration of the twenty-one (21) day period. The Agreement will not become effective or binding on You and the District until seven (7) calendar days after You sign it. You may revoke the Agreement during those seven (7) days by mailing a letter of revocation to Stanton Rheingans at the above address. Such a letter must be signed and postmarked no later than the seventh calendar day after the date on which You signed the Agreement.

18. Law of Iowa. This Agreement is deemed made and entered into in the State of Iowa and in all respects shall be interpreted, enforced and governed under the internal laws of the State of Iowa except to the extent that federal law governs any of the provisions hereof. Any dispute under this Agreement shall be adjudicated by a court of competent jurisdiction in the State of Iowa.

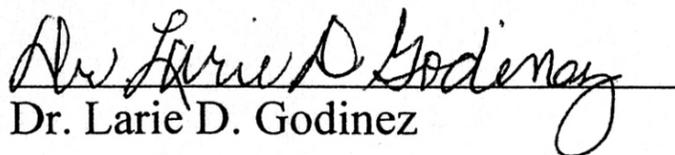
19. Acknowledgment By Employee; Attorneys' Fees and Costs. By signing this Agreement, You acknowledge that the benefits that You will receive are in exchange for a release of all claims that You have against the District and the additional parties released and an agreement not to sue the District or the additional parties released. You understand that if You violate this Agreement, You will be obligated to pay all costs and expense incurred by the District and the additional

parties released in defending against a suit or enforcing this Agreement, including reasonable attorneys' fees.

By signing this Agreement, The District acknowledges that the benefits that it will receive are in exchange for a release of all claims that The District has against You and an agreement not to sue You. The District understands that if it violates this Agreement, The District will be obligated to pay all costs and expense incurred by You and the additional parties released in defending against a suit or enforcing this Agreement, including reasonable attorneys' fees.

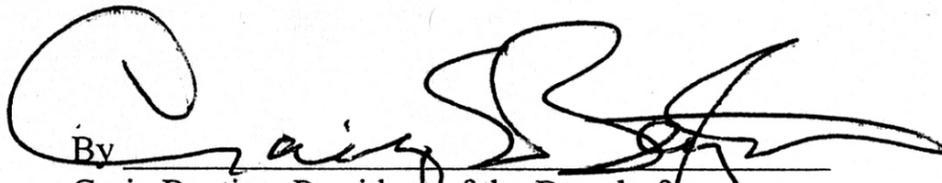
20. Request for Closed Session. You acknowledge and request, by Your approval and execution of this Settlement Agreement and Release, that any discussion by The District's Board of Directors concerning this Agreement will be in the context of a closed or executive session, which You does specifically herein request and acknowledge, pursuant to Iowa Code Section 21.5(1)(i).

21. Costs of this Action. You and the District agree that, as part of the consideration for this Agreement, and as an expression of a mutual desire to obtain an amicable resolution of the termination of Your employment, each party will pay fifty percent (50%) of the costs incurred by the service of the Mediator, Judge John Nahra and fifty percent (50%) of the costs incurred by the service of the Administrative Law Judge, Gaylen V. Hassman.


Dr. Larie D. Godinez

Date: May 30th, 2012

DUBUQUE COMMUNITY SCHOOL DISTRICT

By 
Craig Beytien, President of the Board of
Education of the Dubuque Community School
District

Date: May 30th, 2012

DUBUQUE COMMUNITY SCHOOL
DISTRICT

By 
Joni S. Lucas, Secretary of said Board
of Education

Date: May 30th, 2012