

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into by and between The Iowa Freedom of Information Council; Lee Enterprises, Inc. (d/b/a The Quad City Times); Gray Television Group, Inc. (d/b/a KWQC Television); Tenga Broadcast Holdings, LLC (d/b/a WQAD Television); and Nexstar Media, Inc. (d/b/a WHBF Television); and their individual members, officers, employees, agents, predecessors, heirs, executors, successors, related entities and assignees (collectively "IFIC"); and the Bettendorf Community School District ("District"); Bettendorf Community School Board; District Board Member Rebecca Eastman; District Board Member Andrew Champion; District Board Member Paul Castro; District Board Member Joanna Doerder; District Board Member Richard Lynch; District Board Member Michael Pyevich; and District Board Member Linda Smithson; and their individual members, officers, employees, agents, predecessors, heirs, executors, successors, related entities and assignees (collectively "Board"). The IFIC and the Board will be referred to jointly as the "Parties."

In consideration of mutual promises, the Parties agree to the following:

**WHEREAS**, the District is a school corporation organized under the laws of the State of Iowa and is governed by a school board, consisting of seven (7) individual members; and

**WHEREAS**, on or about May 25, 2022, the District held a gathering of community members to discuss matters that were occurring within the District, which a majority of Board members attended and where members of the media were told they could not attend; and

**WHEREAS**, in August 2022, IFIC filed a petition in district court related to the May gathering, which is captioned Scott County Case No. EQCE135211; and

**WHEREAS**, the Parties desire to settle all outstanding claims arising out of and related to Scott County Case No. EQCE135211.

**NOW, THEREFORE**, for and in consideration of the mutual releases, covenants, and undertakings hereinafter set forth, and for other valuable consideration, which each party acknowledges, it is agreed as follows:

1. **PRIOR GATHERING.** The Board will acknowledge that the May 25, 2022, gathering did not meet the notice and other requirements of Iowa Code Chapter 21.
2. **FUTURE GATHERINGS.** The Board will ensure that future gatherings concerning district policies and procedures attended by a majority of the Board members will be noticed and conducting following the requirements of Iowa Code Chapter 21.
3. **ATTORNEYS' FEES AND COURT COSTS.** In exchange for the promises and releases made herein, the Board shall pay IFIC's attorney fees, as reflected in documentation provided by IFIC's attorney, in an amount not to exceed six thousand five-hundred dollars (\$6,500.00), for settlement of all claims against the

Board that IFIC has or could have brought. Said amount shall be paid no later than ten (10) business days of the Board's approval and formalization of this Agreement pursuant to Paragraph 7 and IFIC's attorneys providing the appropriate tax information to the Board's attorneys. Any other attorney fees and court costs, including any amounts incurred by IFIC above this amount and any amounts incurred by the Board, shall be the responsibility of the party incurring said fees and costs.

4. **CONSIDERATION.** IFIC expressly agrees and acknowledges that the payments described above are not payments to which they are otherwise entitled. Except as otherwise provided in this Agreement, IFIC shall not be entitled to any further compensation, remuneration, benefits, or other payments of any nature from the Board.
5. **DISMISSAL.** IFIC will take the steps necessary to dismiss the matter pending in district court, captioned Scott County Case No. EQCE135211, with prejudice, within ten (10) business days of the Board's approval and formalization of this Agreement pursuant to Paragraph 7.
6. **RELEASE OF ALL CLAIMS.** IFIC hereby releases, waives, and forever discharges the Board, its elected representatives, members, directors, officers, executives, employees, insurers, predecessors and/or successors in interest, attorneys, agents, heirs, successors and assignees, past or present ("Released Parties"), of and from any and all matters, claims, complaints, charges, demands, causes of action, damages, debts, liabilities, controversies, collective and/or individual penalties, judgments, and complaints and suits of every kind and nature whatsoever arising out of the May 25, 2022, gathering, which, as of the date of this Agreement, are foreseen or unforeseen, known or unknown, including but not limited to, the exercise of any right pursuant to Iowa Code Chapter 21. If IFIC violates this Agreement by suing or otherwise bringing about agency proceedings against the Board for any reason for which suit is precluded by this Agreement, IFIC agrees to pay all costs and expenses incurred by the Board in defending such a lawsuit or proceedings, including reasonable attorneys' fees.
7. **AGREEMENT APPROVAL.** The Board shall hold a vote to approve and finalize this Agreement in accordance with Iowa law.
8. **COMPROMISE.** The Parties agree and acknowledge that this Agreement is the result of a compromise. This Agreement shall not be construed as an admission by the Board members of any liability or wrongdoing on their part, except as otherwise stated herein.
9. **TAXES.** IFIC is not relying on any information provided by the Board, its employees, its officers, or its attorneys concerning the tax consequences of payments made pursuant to this Agreement. IFIC acknowledges and agrees that they are solely and entirely responsible for the payment and discharge of any



federal, state, and local taxes, if any, which may, at any time, be found to be due upon or as a result of any amount that is paid under this Agreement.

10. **ATTORNEYS' FEES AND COSTS IN FUTURE LEGAL ACTION.** The Parties agree that their execution of this Agreement resolves all claims by either party against the other for attorneys' fees, court costs, and expenses related to any claim released herein. In the event of any legal action for breach or to enforce the terms of this Agreement, the losing party shall reimburse the prevailing party for all reasonable attorney fees and all litigation costs and expenses that the prevailing party incurred in enforcing their rights hereunder.
11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement, written and oral, of the Parties hereto, and it supersedes and replaces all prior negotiations, proposed agreements, understandings, representations, and agreements, written or oral. No Party hereto is relying on any statement or representation of any other Party hereto except those expressly set forth herein.
12. **BINDING ON SUCCESSORS.** This Agreement inures to the benefit of, and is binding on, the Parties and their respective heirs, personal representatives, successors, and assignees.
13. **WARRANTY OF NO ASSIGNMENT.** IFIC warrants and represents that they, individually or collectively, have neither made nor suffered to be made any assignment or transfer of any right, claim, demand, or cause of action covered by the release in this Agreement and that they are the sole and absolute owner thereof.
14. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument. Scanned or faxed copies of signatures shall be the equivalent of originals.
15. **CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state of Iowa.
16. **SEVERABILITY.** If any provision of this Agreement shall be finally determined to be invalid or unenforceable by a court of competent jurisdiction, that part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.
17. **JOINTLY DRAFTED.** Because the Parties have had a full opportunity to consider this Agreement and negotiate its terms, this Agreement is deemed to have been jointly prepared by the Parties, and any uncertainty or ambiguity existing in it shall not be interpreted against any Party as the primary drafter of the Agreement.

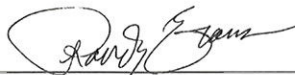
18. **AMENDMENT AND MODIFICATION.** This Agreement may not be amended, modified, or terminated, nor may any obligation under it be waived, orally. No amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing and signed by the Party against whom enforcement is sought.
19. **NON-WAIVER.** No delay or failure by any Party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.


**IN WITNESS WHEREOF**, the Parties have fully executed this Agreement as of the date of the last signature below.

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**FULLY UNDERSTANDING THE ABOVE PROVISIONS, THE PARTIES  
KNOWINGLY AND VOLUNTARILY AGREE TO THE TERMS OF THIS  
SETTLEMENT AGREEMENT AND GENERAL RELEASE.**

**The Iowa Freedom of Information Council**

By:   
Print Name: Randy Evans  
Title: Executive Director  
Date: May 22, 2023

  
Randy Evans  
*as authorized representative for Plaintiffs*  
**Lee Enterprises, Inc.  
Gray Television Group, Inc.  
Tenga Broadcast Holdings, LLC  
Nexstar Media, Inc.**


**Bettendorf Community School District**

By:   
Print Name: Colleen Skolrood  
Title: Board Secretary  
Date: 6/8/23

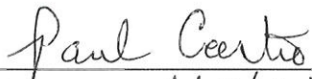
**District Board Member Rebecca Eastman**

  
Date: \_\_\_\_\_

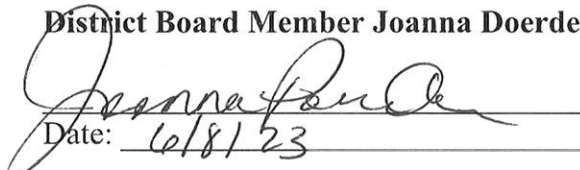
**District Board Member Andrew Champion**

  
Date: 6-8-2023


**District Board Member Paul Castro**

  
Date: 6/8/23

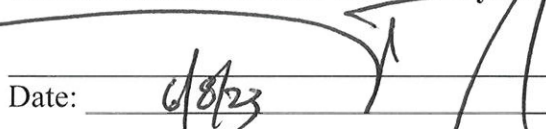
**District Board Member Joanna Doerder**

  
Date: 6/8/23

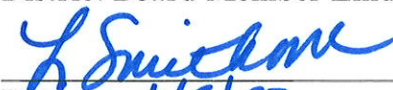
**District Board Member Richard Lynch**

  
Date: 8/5/2023

**District Board Member Michael Pyevich**

  
Date: 6/8/23

**District Board Member Linda Smithson**

  
Date: 6/8/23