

## SETTLEMENT AGREEMENT

### 1. Parties

The Settlement Agreement (“Agreement”) is entered into by and between LAURA RUMPLER (“Plaintiff”) and NORTH IDAHO COLLEGE (“NIC”), an Idaho public institution of higher education formed and organized under Idaho Code Title 33, Chapter 21 and governed by the NORTH IDAHO COLLEGE BOARD OF TRUSTEES, Trustee TARIE ZIMMERMAN, Trustee BRAD CORKILL, Trustee RICK DURBIN, Trustee EVE KNUDTSEN and Trustee MARY HAVERCROFT (“Defendants”) in their official capacities as Trustees of NIC, and NIC President Nick Swayne, in his individual and official capacity (collectively “Defendants”). The parties agree that based on Federal Rule of Civil Procedure 25(d), past NIC Trustees, Mike Waggoner, Todd Banducci and Greg McKenzie were automatically replaced as parties to the pending lawsuit described below when Trustees Durbin, Knudsen and Havercroft replaced them on the NIC Board of Trustees on November 20th, 2024. and therefor are no longer parties to the pending lawsuit or necessary signatories to this Agreement. Each may be referred to individually as a Party and collectively as “Parties.”

### 2. Background

There is a pending lawsuit in the United States District Court for the District of Idaho, Case No. 1:24-CV-00099 (“Lawsuit”) between Plaintiff, NIC, and the NIC Board of Trustees in their official capacities concerning Plaintiff’s employment with NIC and the ending of that employment. Among other things, Plaintiff alleges breach of contract, constructive discharge, and tort claims.

Defendants have, and continue to, categorically deny all of Plaintiff’s allegations and that they have any liability to Plaintiff whatsoever.

Notwithstanding their differences, in the interest of avoiding the cost and distraction of extended litigation, and in accordance with the Terms and Conditions set forth in this Agreement, the Parties now desire to resolve all claims, damages, and disputes between and amongst each other arising from or pertaining to the Lawsuit, Plaintiff's employment with NIC, the conduct and actions of the Parties during Plaintiff's employment with NIC, and the end of Plaintiff's employment with NIC (collectively the "Disputes"), including but not limited to, any and all demands, causes of action, liabilities, proceedings, obligations, and disputes of any nature and description whatsoever (including, without limitation, direct or indirect claims or demands for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, or liabilities whatsoever), in law or equity, whether or not now known, arising out of or related to the Disputes.

**3. Terms and Conditions:**

NOW THEREFORE, in consideration of the mutual promises, terms, obligations, and undertakings set forth herein, including the recitals, which are incorporated into the Agreement, as part of the terms of this Agreement, and other good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties hereby agree as follows :

A. Plaintiff hereby releases the Defendants and all past or present NIC agents, employees or officials, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, expenses, attorney fees and claims of any nature whatsoever, known or unknown, contingent or mature, in any way arising out of the Disputes, including, but not limited to, claims based on alleged violations of the Idaho Protection of Public Employees Act Idaho Code § 6-2103 *et seq.*, claims based on alleged violations of federal, state or local laws prohibiting

employment discrimination on the basis of sex, age, race, color, national origin, religion, disability or handicap status, claims based on alleged violations of federal or state common laws, including wrongful termination, breach of express and/or implied contract, constructive discharge, breach of the covenant of good faith and fair dealing, violation of public policy, defamation, libel, slander, invasion of privacy, intentional infliction of emotional distress, negligent infliction of emotional distress, claims arising under 42 U.S.C. §§ 1983, 1985 and 1988, claims arising under the Fair Labor Standards Act, 29 U.S.C. § 203 et seq., and claims arising under the Constitution of the United States and the State of Idaho.

B. Defendants in turn release Plaintiff, her agents, heirs, beneficiaries, spouse, and attorneys from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, expenses, attorney fees and claims of any nature whatsoever, known or unknown, contingent or mature, in any way arising out of the Disputes.

C. Plaintiff stipulates to the dismissal with prejudice of the Lawsuit and both Parties stipulate to a dismissal with prejudice without an award of costs or attorney fees to any party, to be filed within five (5) business days after the payments reflected in Section (C) below have been deposited.

D. The Agreement is not effective nor binding on either party until it is fully executed by all parties. NIC's execution of this Agreement must be approved by the Board of Trustees. If the Board of Trustees approves the payment, then within 30 days of such approval, NIC will pay Plaintiff the sum of \$20,000.00, broken down as follows; 1) \$14,000.00 to Plaintiff, Laura Rumpler; and 2) \$ 6,000.00 payable directly to Plaintiff's attorneys, Dempsey Foster PLLC, for attorneys' fees and costs. No representation is made as to the taxability of the payments made

pursuant to this paragraph, and Plaintiff shall be solely liable for any state and federal taxes, related to such payments.

E. NIC, upon request, shall provide a neutral recommendation and/or characterization of Plaintiff's employment with and resignation from NIC.

F. NIC will designate materials and reports related to the investigation of Plaintiff's claims against President Swayne and others as confidential and exempt from public disclosure pursuant to Idaho Code §74-106(1). Plaintiff does not consent to the disclosure of confidential information and documents pertaining to Plaintiff that may be part of the investigation, any grievance, or any personnel matter involving Plaintiff ("Plaintiff's Confidential Information") and maintains that Plaintiff's Confidential Information is exempt from disclosure pursuant to Idaho Code §74-106(1). NIC will comply with Idaho Public Records Act related to any public request for information or materials related to Plaintiff's Confidential Information. NIC further reserves the right to comply with any lawful subpoena, court order or discovery request related to Plaintiff's Confidential Information and to maintain the ability to utilize the investigation report in defense of any claim, investigation or lawsuit in a manner that complies with applicable law.

G. Plaintiff agrees not to disparage NIC, and NIC's officers, directors, employees, and agents, in any manner likely to be harmful to them or their business, business reputation or personal reputation. Likewise, Defendants agree not to disparage Plaintiff in any manner likely to be harmful to Plaintiff or Plaintiff's personal or business reputations or relationships. Notwithstanding the foregoing, nothing in this Agreement prohibits Plaintiff or NIC from responding lawfully, accurately and fully to any request for information or disclosure of documents if required by law, court order, subpoena, or other legal process, in any criminal, civil or regulatory proceeding or investigation, or in any legal dispute between the parties. In addition, nothing in this provision or

this Agreement is intended to prohibit or restrain the parties in any manner from making disclosures that are protected under the whistleblower provisions of federal or state law.

H. It is expressly understood by the parties to this Agreement that this is a compromise and settlement of disputed claims and that it is not an admission of liability by any Party, nor should it be so construed.

I. If there is a lawsuit related to the alleged breach of any material term of this Agreement, the laws of the State of Idaho shall govern and the prevailing party shall be entitled to reasonable attorney's fees and costs incurred.

J. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter covered herein. It may not be modified except in writing subscribed to by all parties.


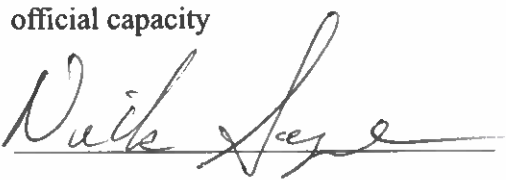
K. This Agreement may be executed in multiple counterparts that are provided to the other Parties by facsimile or by electronic mail transmission of a copy of the executed document (in .pdf or .tif format), each of which shall constitute an original and all of which together shall constitute one in the same instrument.

L. Representation by Counsel. Each of the Parties understand that this Agreement has legal consequences and has had the opportunity to review the same with his/her/its counsel of choice.

IN WITNESS THEREOF, the parties hereto have executed this Settlement Agreement as of the \_\_\_ day of February 2025.

Plaintiff	Defendants
-----------	------------

<p>LAURA RUMPLER</p> <hr/> <p>Laura Rumpler</p>	<p>NORTH IDAHO COLLEGE</p>  <hr/> <p>President Nick Swayne</p>
	<p>TRUSTEE TARIE ZIMMERMAN, in her official capacity</p>  <hr/> <p>Tarie Zimmerman</p>
	<p>TRUSTEE BRAD CORKILL, in his official capacity</p>  <hr/> <p>Brad Corkill</p>
	<p>TRUSTEE RICK DURBIN, in his official capacity</p>  <hr/> <p>Rick Durbin</p>

	<p>TRUSTEE EVE KNUDTSEN, in her official capacity</p> <p></p> <p>Eve Knudtsen</p>
	<p>TRUSTEE MARY HAVERCROFT, in her official capacity</p> <p></p> <p>MARY HAVERCROFT</p>
	<p>NICK SWAYNE, in his individual and official capacity</p> <p></p> <p>Nick Swayne</p>