

## **Settlement Agreement and Release**

**This Settlement Agreement and Release ("Agreement") made by and between Casey Robinson ("Mr. Robinson"), Jeffco Education Support Professionals Association ("JESPA") and Jefferson County School District R-1, Jefferson County School District R-1 Board of Education (collectively the "School District"), Steven Bell, Gregory Jackson and Michael Hinz (collectively the Individual Defendants) this 3 day of August 2022 as follows:**

**Whereas, Mr. Robinson and JESPA commenced a lawsuit in Jefferson County District which was removed to the United States District Court for the District of Colorado, arising out of his employment with the School District (Robinson and JESPA v. the School District and the Individual Defendants, Case No. 2020CV2442-RBJ, hereinafter referred to as the "Lawsuit"), and**

**Whereas, to avoid the cost and time of further litigation, the parties desire to resolve their differences and settle the Lawsuit against the School District as provided for below:**

**1. In exchange for the dismissal of the Lawsuit with prejudice, the release and waiver of all claims, the agreement to not re-apply for any position at the School District, and the additional provisions contained herein, the School District agrees to cause the following consideration to be paid:**

**a. Upon receipt of a W-9, within 10 calendar days of the Effective Date of this Agreement, the School District shall cause to be paid to Mr. Robinson the amount of \$600,000.00 ("Payment"). Said payment shall be mailed to Mr. Robinson's attorney at the following address: Colorado Education Association, c/o Erik Bradberry, 1500 Grant Street, Denver, CO 80203.**

**2. Mr. Robinson and JESPA agree to file a Motion to Dismiss the Individual Defendants from the Lawsuit with prejudice within 5 business days of the Effective Date of this Agreement.**

**3. Mr. Robinson, individually and on behalf of his successors, heirs, and assigns, forever, irrevocably and unconditionally releases, waives and discharges the School District and the Individual Defendants and their present or former directors, offices, managers, supervisors, employees, trustees, partners, attorneys, insurers, agents and representative, and the respective successors, heirs and assigns of these individuals (collectively the "Released Parties"), from any and all actions, causes of actions, claims, charges, demands, losses, damages, costs, attorney fees, judgments, liens, indebtedness and liabilities of every kind and character, whether known or unknown, suspected or unsuspected, asserted or unasserted by Mr. Robinson, that Mr. Robinson may have or claim to have, arising prior to the effective date of the Agreement and arising out of or related to Mr. Robinson's employment with the School District, including but not limited to any dispute, claim, or cause of action arising under Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act, as amended; the Rehabilitation Act of 1974, as amended; the Employee Retirement Income Security Act of 1974, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Older**

Workers Benefit Protection Act of 1990, as amended; the Equal Pay Act of 1963, as amended; the Affordable Care Act of 2010, as amended; the Colorado Anti-Discrimination Act of 1957, as amended; Colo. Rev. Stat. § 24-34-402.5; and all other constitutional, federal, state, local, and municipal law claims, whether statutory, regulatory, contractual, common law, or otherwise, including, but not limited to, tort claims such as defamation, intentional infliction of emotional distress, intentional interference with a contract and/or prospective business advantage, and negligent hiring and supervision, as well as contract and quasi-contract claims.

4. JESPA, for itself and on behalf of its and assigns, forever, irrevocably and unconditionally releases, waives and discharges the School District and the Individual Defendants and their present or former directors, offices, managers, supervisors, employees, trustees, partners, attorneys, insurers, agents and representative, and the respective successors, heirs and assigns of these individuals (collectively the "Released Parties"), from any and all actions, causes of actions, claims, charges, demands, losses, damages, costs, attorney fees, judgments, liens, indebtedness and liabilities of every kind and character, whether known or unknown, arising from Mr. Robinson's, arising out of or related to Mr. Robinson's employment with the School District, including but not limited to any dispute, claim, or cause of action arising under Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act, as amended; the Rehabilitation Act of 1974, as amended; the Employee Retirement Income Security Act of 1974, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Older Workers Benefit Protection Act of 1990, as amended; the Equal Pay Act of 1963, as amended; the Affordable Care Act of 2010, as amended; the Colorado Anti-Discrimination Act of 1957, as amended; Colo. Rev. Stat. § 24-34-402.5; and all other constitutional, federal, state, local, and municipal law claims, whether statutory, regulatory, contractual, common law, or otherwise, including, but not limited to, tort claims such as defamation, intentional infliction of emotional distress, intentional interference with a contract and/or prospective business advantage, and negligent hiring and supervision, as well as contract and quasi-contract claims.

5. Mr. Robinson agrees that he is not eligible for re-hire by the School District and that he will not apply for or accept any position, whether paid or volunteer, in the School District, including School District charter schools and their affiliates. In the event Mr. Robinson does apply for a position, whether paid or volunteer, the School District shall have no obligation to consider his application.

6. The School District makes no representations or assurances with respect to the status of any consideration for purposes of federal or state income taxation. Mr. Robinson assumes all responsibility whatsoever for the tax consequences, if any, of the consideration. Mr. Robinson agrees to indemnify, defend, and hold the School District harmless from any and all liability arising out of or related to the failure to withhold federal or state income taxes, penalties, interest, and expenses of defending or responding to claims (including Medicare or Medicaid, if any), including reasonable attorneys' fees. Mr. Robinson agrees to indemnify and hold the School District harmless in any subrogation claim, lien, or cause of action due to debts owed by Mr. Robinson that may be related to the consideration made herein.

7. It is agreed and understand that the School District and the Individual Defendants deny all allegations and any wrongdoing or liability whatsoever, but nevertheless agrees to resolve this matter solely for the purpose of compromise and settlement. Such a compromise does not constitute an admission by the School District and the Individual Defendants as to the truth or validity of the matters in controversy, nor shall it be construed as such. Mr. Robinson expressly acknowledges that there is no admission of liability by the School District and the Individual Defendants.

8. Mr. Robinson shall have twenty-one (21) days from receipt of this Agreement in which to review and consider this Agreement prior to signing it. Mr. Robinson may execute this Agreement any time during the 21-day consideration period. Mr. Robinson acknowledges that, if he executes this Agreement before expiration of the 21-day consideration period, he shall be deemed to have waived the remainder of the 21-day consideration period. Mr. Robinson acknowledges that any decision by him to execute this Agreement before the conclusion of the 21-day period has not been induced by the School District and/or the Individual Defendants through fraud, misrepresentation, a threat to withdraw or alter the offer prior to the expiration of the 21-day time period, or by offering different terms if the Agreement is signed prior to the expiration of the 21-day time period.

9. For a period of seven (7) calendar days after executing this Agreement, Mr. Robinson has the right to revoke his acceptance of the terms of this Agreement. Mr. Robinson may revoke the Agreement at any time during the seven-day period by notifying the School District's attorney, in writing, of his decision to revoke the Agreement. If Mr. Robinson revokes this Agreement within seven (7) calendar days of executing it, the Agreement will be null and void and will not take effect.

10. If Mr. Robinson does not revoke this Agreement within seven (7) calendar days of executing the Agreement, the Agreement will become effective for all purposes herein on the eighth calendar day after he executed the Agreement (the "Effective Date" of the Agreement).

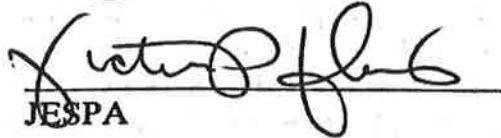
11. Mr. Robinson represents that he has read this Agreement and understands each of its terms. Mr. Robinson further represents that no representations, promises, agreements, stipulations, or statements have been made by the School District, the Individual Defendants, or any Released Party to induce this Agreement, beyond those contained herein. Mr. Robinson further represents that he voluntarily signs this Agreement as his own free act, and that he is not acting under any coercion or duress.

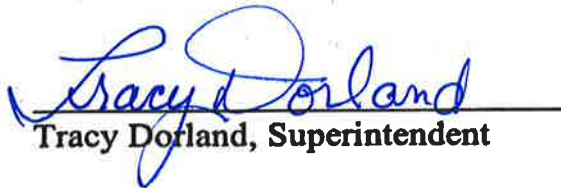
12. This agreement constitutes the entire agreement between the parties and supersedes any previous oral or written agreement. No additions, deletions or other modifications to this Agreement shall be effective unless reduced to writing and executed by both parties.

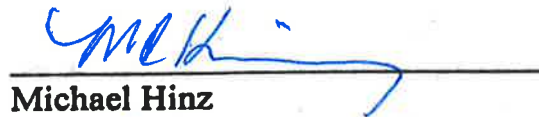
13. This Agreement may be executed in counterparts or with signatures obtained via facsimile transmission, each of which shall have full force and effect upon execution by all parties to this Agreement.

Dated this 3 day of August 2022.

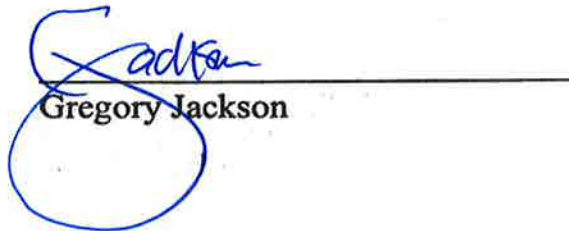
  
Casey Robinson

  
JESPA

  
Tracy Dorland, Superintendent

  
Michael Hinz

  
Steven Bell

  
Gregory Jackson