

Settlement Agreement

This Settlement Agreement (the "Agreement") is entered into between the Douglas County School District RE-1 and the Douglas County Health Department and Douglas County Board of Health. In this Agreement, the Appellants and Appellee are referred to collectively as the Parties and individually as a Party.

Recitals

1. The Parties are currently engaged in litigation.
2. To avoid the cost and time of further litigation, the Parties have agreed to the settlement terms set forth below.

Settlement Terms

In consideration of their mutual covenants and for good and valuable consideration, the Parties agree as follows:

1. Settlement Payment and Hiring of Psychological Safety Coordinator. Douglas County, on behalf of the Douglas County Board of Health and Douglas County Health Department, shall pay to the School District a lump sum in the amount of \$90,000 within 10 business days of full execution of this Agreement. The School District will use those funds toward the hiring of a Psychological Safety Coordinator who will, among other things, and consistent with the publicly posted job description for this position, provide coordination, leadership, and facilitation of all components of district safety assessments and services, including mandatory child abuse reporting, suicide assessments, threat assessments, and crisis team response.
2. Voluntary Dismissal with Prejudice. The Douglas County Board of Health and the Douglas County Health Department (the Appellants in the appeal) will, within 10 calendar days following full execution of this Agreement, file a notice of voluntary dismissal with prejudice with the Tenth Circuit Court of Appeals in Appeal No. 22-1092.
3. Satisfaction of Judgment. The Douglas County School District will, within 10 calendar days of full execution of this Agreement, file a motion with the trial court in Civil Action No. 21-cv-028180-JLK under Federal Rule of Civil Procedure 60(b)(5) to relieve the Douglas County Board of Health and Douglas County Health Department of the award of attorney fees and costs entered on February 28, 2022.

4. Attorney Fees and Costs. The Parties otherwise agree to bear their own attorney fees and costs related to Civil Action No. 21-cv-028180-JLK and Appeal No. 22-1092 except as provided in this Agreement.

5. Mediation. If any Party believes that another has breached the terms of this Agreement, the Parties agree that they will attempt to resolve the alleged breach through negotiation and mediation before filing a breach of contract claim or pursuing any other available remedies. The Parties' respective obligations shall be limited to the terms set forth in this Agreement until the dispute is fully and finally resolved in an appropriate forum.

6. Voluntary and Knowing Agreement. In executing this Agreement, the Parties represent and affirm that they are represented by legal counsel, that they have had sufficient opportunity to consult with their legal counsel, that they understand the terms and conditions herein, that they have been fully advised of their rights under law, and that their execution of this Agreement is therefore knowing, voluntary, deliberate, and informed.

7. Complete Agreement. This Agreement constitutes the complete agreement between the Parties. No other promises or representations have been made to or relied upon by the Parties, and no other consideration, other than that acknowledged above, is due or involved between the Parties. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

8. Modification by Writing Only. This Agreement shall not be modified by any Party by oral representation made before or after the execution of this Agreement. All modifications must be in writing and signed by all of the Parties hereto.

9. Authority to Enter Agreement. Each Party warrants that the person or persons signing this Agreement is or are authorized and empowered to sign this Agreement on the Party's behalf and to bind such Party to the terms of this Agreement.

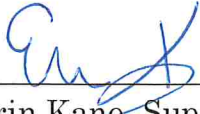
10. Enforcement. The Parties acknowledge that this Agreement is a binding contract reached through settlement.

11. Governing Law. The validity, construction, interpretation, and enforceability of this Agreement and the capacity of the Parties shall be determined and governed by the laws of the State of Colorado. Any action to enforce the terms thereof shall be brought in the courts of the State of Colorado.

12. Execution in Counterparts. This Agreement may be executed in counterparts. The Parties shall accept facsimile signatures as original signatures.

Signed by the Parties as of the date set forth beside their signatures.

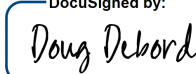
Douglas County School District RE-1:



Erin Kane, Superintendent

6-6-22
Date

**Douglas County, on behalf of the Douglas County Health Department
and Douglas County Board of Health:**

DocuSigned by:


Doug DeBord, County Manager

6/8/2022
Date