

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between Jefferson County School District No. R-1 ("School District"), acting through its Board of Education ("Board"), and Daniel McMinimee ("Mr. McMinimee"), this 9th day of March, 2017 ("Effective Date").

Background. The Board and Mr. McMinimee entered into a contract dated June 9, 2014 (the "Superintendent Contract") pursuant to which Mr. McMinimee has served as the Superintendent of Schools for the School District. By its terms, the Superintendent Contract expires on June 30, 2017. The Board has begun the process of identifying qualified candidates with the intent to hire a new Superintendent of Schools prior to the beginning of the 2017-2018 school year. Mr. McMinimee will continue his employment with the School District through the end of his contract, and shall seek other employment opportunities to commence after July 1, 2017. The Board and Mr. McMinimee desire to define their rights and obligations with respect to Mr. McMinimee's role with the School District for the remainder of the term of the Superintendent Contract.

Now, therefore, in consideration of the Background, incorporated by this reference, their mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and Mr. McMinimee agree as follows:

1. Effective as of 5:00 p.m. on February 28, 2017, Mr. McMinimee will no longer be responsible for the day-to-day operations of the School District. From March 1, 2017 and through the expiration of the Superintendent Contract, Mr. McMinimee will remain generally available to the President of the Board for special projects and consultation as needed and to assist the School District with a transition to a new superintendent.
2. Mr. McMinimee will remain on the School District payroll through June 30, 2017 and will continue to receive his current base salary in the manner described in Section 3A of the Superintendent Contract as well as the fringe benefits detailed in paragraphs A through E of Section 5 of the Superintendent Contract; provided, however, all leave will cease to accrue as of March 9, 2017. Subject to the foregoing, unused, accumulated vacation leave will be paid to Mr. McMinimee with the final payroll in June, 2017.
3. Section 3B of the Superintendent Contract provides the opportunity for Mr. McMinimee to earn additional compensation in the form of performance pay. The parties agree that the information and data needed to make a full and final determination about the amount of performance pay earned for the 2016-2017 school year will not be available by June 30, 2017, but can be reasonably estimated at this time. Accordingly, the parties agree that with the final payroll in June, 2017, the School District will make a payment to Mr. McMinimee in the gross amount of \$27,000 in full satisfaction of any obligation the School District may have under Section 3B of the Superintendent Contract. The payment made pursuant to this Section 3 will be subject to all withholdings and other deductions authorized or required by law and/or School District policy.
4. In consideration of the payments and promises herein, Mr. McMinimee, individually and on behalf of his heirs, hereby voluntarily and knowingly releases and discharges the School District and each of its current and former board members, insurers, agents, employees, attorneys and representatives (collectively, the "Released Parties") from

any and all claims, actions, causes of action, liabilities, damages, attorneys' fees, and costs and expenses of any kind whatsoever, whether known or unknown, that arise out of or are related in any way to his employment with the School District or the conclusion of that employment ("Released Claims"). The Released Claims shall include, but not be limited to, all claims of every kind from the beginning of time through the Effective Date of this Agreement that arise out of, relate to, or are based upon: (i) Mr. McMinimee's employment with the School District; (ii) statements, acts, or omissions by the Released Parties, except as set forth in Section 6 below; (iii) express, implied, or equitable agreements between the Parties; (iv) Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, *et seq.*; (v) 42 U.S.C. §§ 1983 and 1988; (vi) the Civil Rights Act of 1991; (vii) the Age Discrimination in Employment Act, 29 U.S.C. §§ 621, *et seq.*; (viii) the Older Workers Benefit Protection Act, 29 U.S.C. §§ 626, *et seq.*; (ix) the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*; (x) Colorado's Teacher Employment, Compensation and Dismissal Act, C.R.S. §§ 22-63-101, *et seq.*; (xi) the Colorado Anti-Discrimination Act, C.R.S. §§ 24-34-401, *et seq.*; (xii) the Americans with Disabilities Act of 1990, as amended; (xiii) all other state and federal statutes; (xiv) state and federal common law; and (xv) any claim which was or could have been raised by Mr. McMinimee against the Released Parties whether sounding in tort or otherwise, including but not limited to any claim related to the Superintendent Contract. The Released Claims shall not include any claim that arises pursuant to Section 7 of the Superintendent Contract, the terms of which shall survive after June 30, 2017, any claim that by law cannot be waived, or any claims arising after the Effective Date of this Agreement.

5. In consideration of the terms contained in the Agreement, the District, for itself and the Released Parties, does hereby voluntarily, knowingly and intentionally release and discharge Mr. McMinimee and his agents, attorneys and representatives (collectively, for purposes of this paragraph, "Mr. McMinimee") from any and all claims, actions, causes of action, liabilities, damages, costs, and attorneys' fees of every kind and description from the beginning of time through the Effective Date of this Agreement; including, without limitation, all claims of every kind which arise out of, relate to, or are based upon: (i) Mr. McMinimee's employment, (ii) statements, acts of omissions by Mr. McMinimee; (iii) express, implied or equitable agreements between the parties. The District agrees to release, waive, and covenants not to bring any action in any court or with any governmental agency against Mr. McMinimee for matters or claims which arose prior to the Effective Date of this Agreement.

6. Nothing contained in this Agreement and no action taken by either party to this Agreement shall be construed as an admission of wrongdoing or liability by either party.

7. The Board and Mr. McMinimee agree that neither Mr. McMinimee nor any member of the Board, directly or indirectly through others, will make or publish to the media or others any false accusations or disparaging statements about the other, whether as an entity or individually. This Section 7 is an essential and material provision of this Agreement. Mr. McMinimee shall refer any requests for information from prospective employers to the President of the Board or the District's Human Resources Director. Any request by potential employers for a "site visit" necessary to secure another position will be coordinated with Mr. McMinimee, District HR and the Board President. Nothing in this Section 7 should be interpreted as a limitation on Mr. McMinimee utilizing the letter dated "February 2017" from Ron Mitchell as a reference letter. Mr. McMinimee and the Board acknowledge that in the event of a demonstrated and proven breach of this Section 7 as determined in a court of

competent jurisdiction, the non-breaching party shall be entitled to equitable and legal remedies from the breaching party, including a liquidated damage award in an amount equal to \$5,000.00 as well as an award of attorney fees. The release of public records pursuant to a request under the Colorado Open Records Act (“CORA”) shall not be considered a breach of this Section 7.

8. The Parties understand that this Agreement, once final, will be a “public record” and thus subject to disclosure in accordance with CORA.

9. This Agreement may be signed in counterpart copies. A set of counterpart copies which collectively contain the signature and acknowledgment of Mr. McMinimee and the School District shall be deemed to constitute a complete original. Facsimile or scanned copies and photocopies of signatures shall be treated as original signatures.

10. MR. MCMINIMEE ACKNOWLEDGES AND AFFIRMS THAT HE HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS CONTENTS, BY THIS PARAGRAPH IS ADVISED AND GIVEN THE OPPORTUNITY TO DISCUSS ITS TERMS WITH AN ATTORNEY BEFORE SIGNING, BY THIS PARAGRAPH IS GIVEN AT LEAST TWENTY-ONE (21) DAYS TO CONSIDER IT BEFORE SIGNING, AND BY THIS PARAGRAPH IS ADVISED THAT HE MAY REVOKE IT WITHIN SEVEN (7) DAYS AFTER SIGNING AND THAT IT WILL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL AFTER THIS SEVEN (7) DAY PERIOD. MR. MCMINIMEE ACKNOWLEDGES AND AFFIRMS THAT HE UNDERSTANDS HE MAY SIGN THIS AGREEMENT BEFORE THE END OF THE TWENTY-ONE (21) DAY CONSIDERATION PERIOD, AND THAT IF HE DOES SO, HIS SHORTENING OF THE CONSIDERATION PERIOD IS KNOWING AND VOLUNTARY AND NOT INDUCED BY THE DISTRICT THROUGH ANY THREAT TO WITHDRAW OR ALTER ANY TERMS OF THIS AGREEMENT PRIOR TO THE EXPIRATION OF THE TWENTY-ONE (21) DAY PERIOD.

IF MR. MCMINIMEE DECIDES TO REVOKE THIS AGREEMENT WITHIN THE SEVEN (7) DAYS DISCUSSED ABOVE, HE MUST DO SO BY DELIVERING A LETTER OF RENUNCIATION WITH HIS OWN SIGNATURE ON IT BY 5:00 P.M. ON THE SEVENTH DAY TO: JAMES C. BRANUM, CAPLAN AND EARNEST LLC, 1800 BROADWAY, SUITE 200, BOULDER, COLORADO 80302; OR BY E-MAIL TO jbranum@celaw.com; OR VIA FAX TO: JAMES C. BRANUM (303) 440-3967.

11. Mr. McMinimee represents that prior to signing this Agreement, he returned to the School District all School District personal property including, without limitation, all cell phones, iPads, other electronic devices, School District public records, keys and entry fobs, identification card, purchasing card and any student education records.

12. This Agreement contains the complete agreement between the Parties with respect to the issues herein. No other promises, agreements, statements, or representations have been made or relied on by either of them, and no other consideration, other than that set forth herein, is due between them.

13. In the event any provision of this Agreement is held to be invalid or unenforceable by a court or other authorized or agreed upon tribunal with proper jurisdiction,

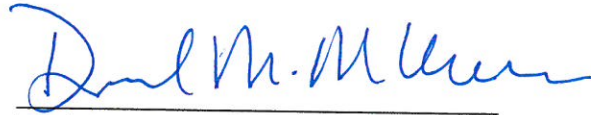
such provision shall be stricken from this Agreement and the remainder of the Agreement shall continue in full force and effect.

Jefferson County School District No. RE-1

3/9/17
Date


Ron Mitchell, Board President

3/6/17
Date


Daniel McMinimee

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