

Settlement Agreement and Release of Claims

This release affects the following parties:

“Burgbacher”	Heather Burgbacher, individually and on behalf of her heirs, representatives, successors or assigns
“School”	Rocky Mountain Academy of Evergreen (“RMAE”), its officers, directors, employees, assigns and insurers and Jefferson County School District and its directors and employees. It would be impracticable to name all of the persons or entities encompassed by the release of the School, but the release is intended to encompass all persons in the employ or agency of Rocky Mountain Academy of Evergreen or Jefferson County School District.

Recitals

1. Burgbacher is a former employee of the School.
2. Burgbacher has claimed that she was subjected to discriminatory and retaliatory treatment in her employment with the School.
3. The School has denied liability to Burgbacher.
4. The parties have reached an agreement to resolve Burgbacher’s claims against the School.

Release of Claims

5. Upon execution of this Agreement, the parties agree that they will release and forever relinquish any and all claims that they possess against the other.

6. This Release shall encompass any claim for relief that the parties could assert against the other arising from state or federal common law, state or federal statute, state or federal regulation, or any other source of law.

7. Burgbacher agrees that the consideration described in Paragraphs 11 and 12 will serve as full satisfaction for any and all injuries and damages that she might claim against the School. Burgbacher acknowledges that she may not be aware of the full nature and extent of her injuries and damages and that she willingly assumes the risk of any unknown injuries or damages in return for the payment made to her.

8. The Parties acknowledges that the sums payable under Paragraph 11 shall be payable within fourteen business days of the date of the execution of this Release by all authorized parties.

Attorney's Fees and Costs

9. Burgbacher acknowledges she shall be solely responsible for the payment of any attorney's fees and costs she incurred in any matter related to her claims against the School.

Non-Liability

10. Burgbacher acknowledges that the School's payment is in compromise of disputed claims and does not constitute an admission of liability or fault.

Mechanism of Payment and Other Consideration

11. 

12. In addition, the School will:

- a. Provide explicit written notice to employees regarding their rights under the Workplace Accommodations for Nursing Mothers Act;
- b. The School will continue to comply with the Workplace Accommodation for Nursing Mothers and will provide a private room or other location for breast milk expression;
- c. The School will ensure that if an investigation occurs pursuant to Jefferson County School District R-1 ("Jeffco") Policy regarding Harassment of Employees, the complainant will be notified when the investigation is complete and such other information as allowed by policy;
- d. The School has designated its Human Resource manager as the person charged with assisting employees in coordinating pumping breaks, including working with them to find appropriate class coverage during breaks; and
- e. The School has provided a mutually agreeable letter of reference which has been provided to Ms. Burgbacher and will be placed in her personnel file. This letter will be used exclusively by Burgbacher for the purpose of gaining employment, not publicity. An attempt will be made to refer inquiries from prospective employers to Dan Cohen, the Director of the School (while he is employed by RMAE) and Mr. Cohen and Dina Walton (to the extent that she responds to any inquires) will ensure that all their

communications with prospective employers are not inconsistent with that letter.

13. There will be a mutually positive press release that focuses on public education regarding the rights of nursing mothers in the workplace and the parties' cooperative efforts to protect them. Any press release shall include a specific statement explicitly commending RMAE for its significant strides to protect the rights of nursing mothers in the workplace. The ACLU Foundation of Colorado will send a courtesy copy of any press release to counsel for the School and to Dina Walton at [REDACTED] by 3pm the day prior to publication.

14. Burgbacher will refrain from making disparaging remarks regarding Mr. Cohen and Ms. Walton.

15. Burgbacher agrees that she will not apply in the future for employment with RMAE. Burgbacher affirms that if she does apply in the future for employment with RMAE, RMAE has no obligation to consider her for employment. In the event that Burgbacher is employed at an entity that is subsequently acquired by or otherwise becomes affiliated with RMAE, nothing in this agreement shall cause or justify her termination from employment.

16. The Parties agree that they shall keep the amounts of the monetary payments confidential, subject to all applicable laws requiring disclosure.

Non-Reliance

17. Burgbacher acknowledges that the School and the School's legal counsel have not provided her with any advice as to whether she should accept the terms offered in this Release and that she has not relied upon the School or the School's legal counsel's advice about the legal effect or tax consequences of accepting the terms offered in this Release.

Voluntary Execution

18. Burgbacher acknowledges that she has voluntarily executed this Release of her own free will. Burgbacher acknowledges that the School has not coerced her to enter this Release and that she is fully capable of understanding and complying with her obligations under this Release.

Modifications

19. No modification or amendment of this Release shall be effective unless agreed to in writing by Burgbacher and the School.

Governing Law

20. Colorado law will be the governing law in the event of any dispute between the parties related to this Release.

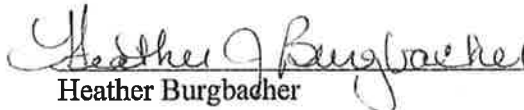
Opportunity to Consult with Counsel

21. Before executing this Release, Burgbacher acknowledges that she had an opportunity to review the Release with her counsel and make inquiry about the terms of the Release and the legal consequences of the Release. Burgbacher agrees that this Release was negotiated between the parties and that any ambiguities in the Release should not be construed against either party.

STOP!
DO NOT SIGN BELOW
IF YOU HAVE NOT READ
OR DO NOT UNDERSTAND THE ENTIRE RELEASE


I, Heather Burgbacher, certify that I have read the foregoing Release and that I agree to its terms in full and final resolution of any claims that I might assert.

Dated this 14 day of September, 2012:



Heather Burgbacher

APPROVED AS TO FORM BY
COUNSEL FOR BURGBACHER


Date: September 14, 2012


Mari Newman, Esq.
Killmer, Lane & Newman, LLP


In Cooperation with American Civil
Liberties Union Foundation of Colorado


Rebecca T. Wallace, Esq.
American Civil Liberties Union Foundation
of Colorado

ROCKY MOUNTAIN ACADEMY OF
EVERGREEN

By: 
Dan Cohen
Director, Rocky Mountain
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