

JAY BENNISH,

Plaintiff,

v.

CHERRY CREEK SCHOOL DISTRICT,

Defendant,

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is to confirm the settlement of the above-captioned case upon the following terms:

- Cherry Creek School District (CCSD) shall pay \$75,000 to Jay Bennish (Mr. Bennish) and/or his attorneys.
- Mr. Bennish shall be reinstated to either Smoky Hill, Eaglecrest, Grandview, Cherry Creek, or Cherokee Trail High Schools - the exact placement is at the discretion of the District.
- Mr. Bennish must treat students and staff with respect---a future violation of this term may be grounds for insubordination.
- Mr. Bennish and Ms. Armour will agree to not disparage each other for 5 years or until Bennish terminates employment with the CCSD, whichever is longer.
- Mr. Bennish can continue his professional growth/105 plans consistent with whatever the current CBA allows moving forward.
- CCSD will terminate the current teacher dismissal process.
- CCSD will remove the investigation findings and the teacher dismissal charges from Mr. Bennish's personnel file, but these documents will be retained in the CCSD legal department with limited access.
- Mr. Bennish and the CCSD will execute a settlement agreement that includes the terms above.
- The settlement agreement will include Bennish's broad release of claims and liability against the District, (including its officials, counsel, students or employees), including claims or rights under the CBA, arising or related to the District's investigation, pursuit of dismissal charges or proceedings, statements or actions related to the investigation or charges.
- No confidentiality as to the terms of the settlement.


The parties intend this Memorandum of Understanding to be a final written document which qualifies as an exception to the confidentiality provision found at C.R.S. § 13-22-307(2).

The parties understand and agree that this document is binding and enforceable and may be submitted to a court or in arbitration to prove the existence of this agreement or for enforcement.

The parties shall cooperate in the execution of any documents necessary to reduce this settlement to writing and to accomplish its terms.

Dated this 20 th day of July, 2020.

READ AND AGREED:



Jay Bennis
Plaintiff

David Lane, Esq.
Tyrone Glover, Esq.

Cherry Creek School District
Dr. Scott Siegried, Superintendent

Josh Marks, Esq.

Witnessed:

Hon. Maria E. Berkenkotter (ret.)
Judicial Arbiter Group, Inc