

TRANSFER, RELEASE AND SETTLEMENT AGREEMENT

This Transfer, Release and Settlement Agreement (hereafter "Release and Settlement Agreement" or "Agreement") is being entered into this 10th day of January, 2008, between the Board of Governors of the Colorado State University System, acting by and through Colorado State University ("CSU"), and Veronica J. Olivas ("Olivas").

RECITALS

WHEREAS, CSU is a higher educational institution of the State of Colorado, and

WHEREAS, Olivas received a corrective action from Assistant Chief Frank Johnson on July 12, 2007, and

WHEREAS, Olivas has asserted and may in the future assert administrative, federal and/or state causes of action, at law or in equity, including Equal Employment Opportunity Commission ("EEOC") Charge Numbers 541-2007-0128C and 541-2008-00712; and an internal grievance filed against Assistant Chief Johnson under the State Personnel Board Rules, and

WHEREAS, the parties wish to avoid the expense and vagaries of litigation, and the parties are willing to settle their disputes on the terms set forth in this Release and Settlement Agreement without admissions of liability or wrongdoing, and

IN CONSIDERATION of the mutual and unilateral covenants, obligations, promises, and warranties contained within this Release and Settlement Agreement, the parties agree as follows:

OBLIGATIONS OF OLIVAS

1. RELEASE. Olivas, including her successors, agents, assigns and estate, hereby release the State of Colorado, CSU, members of the Board of Governors, and all current and former employees, officials, and attorneys of each of those entities from any and all claims, causes of action, liabilities, expenses and/or damages which Olivas may have asserted or could assert against the State of Colorado, CSU, members of the Board of Governors, or any current or former employees, officials, and attorneys of those entities as a result of any acts or omissions by those entities, or by any current or former employees or attorneys of those entities, which occurred prior to the effective date of this Release and Settlement Agreement, including any act or omission arising out of or relating to Olivas' employment with CSU. Specifically, but not by way of limitation, it includes claims under:

- The Equal Pay Act.
- Title VII of the Civil Rights Act of 1964, as amended.
- The Americans with
- The Fair Labor Standards Act, as amended.
- The Post-Civil War Reconstruction Acts, as amended (42 U.S.C. §§ 1981-1988).
- The Rehabilitation Act of
- The National Labor Relations Act, as amended.
- The Age Discrimination in Employment Act of 1967, as amended.
- The Employee

Disabilities Act of 1990.	1973, as amended.	Retirement Income Security Act of 1974, as amended.
<ul style="list-style-type: none"> • The Civil Rights Act of 1991. • Any state civil rights act. • Any claim of retaliatory treatment. • Any claim seeking declaratory, injunctive, or equitable relief. 	<ul style="list-style-type: none"> • The Family and Medical Leave Act of 1993. • Any state statute such as C.R.S. § 24-34-402.5. • Any claim of wrongful discharge against public policy. • Any claim under the Colorado State Personnel Rules. 	<ul style="list-style-type: none"> • Any other federal statute. • Any state statutory wage claim • Any claim in tort, contract, or for violation of the covenant of good faith and fair dealing. • Any other claim of any type whatsoever, arising out of federal law, the common law of any state, any state statute, local law, or administrative procedure or rule.

Without limiting the generality of the foregoing, this Release and Settlement Agreement applies to any and all matters asserted, or which could have been asserted, arising out of Olivas' employment up to the effective date of this Release and Settlement Agreement, including those matters asserted in her EEOC Complaints, Charge Numbers 541-2007-0128C and 541-2008-00712, and State Personnel Board Case No. 2007B025.

2. CLAIMS SPECIFICALLY EXCLUDED. Notwithstanding the above paragraph, this release shall specifically NOT include Olivas' current Worker's Compensation claims (Claim numbers 4574556 and 4714787). CSU reserves its rights as an employer regarding the aforementioned Workers' Compensation claims, including any legal defenses related to the status of the claims. Further, in the event any person brings an action or claim against Olivas for any act or omission occurring within the course and scope of her employment and duties as a CSU Police Officer, nothing herein contained shall be construed as a release or waiver by Olivas of any rights provided under the Colorado Governmental Immunity Act (CRS 24-10-101 et. sec.), including her right to a defense.

3. DISMISSAL OF CLAIMS AND GRIEVANCES. Olivas agrees to execute and file appropriate documents to dismiss any and all complaints, lawsuits, or legal actions she currently maintains against CSU or any of its departments, employees, agents, or governing board members, including, but not limited to her EEOC complaints against CSU, including its Police Department (Charge Numbers 541-2007-0128C and 541-2008-00712), her internal grievance filed against Assistant Chief Frank Johnson, and any appeal before the State Personnel Board. Notwithstanding the above, Olivas' internal grievance against Assistant Chief Johnson shall be deemed withdrawn upon execution of this agreement. Furthermore, Olivas agrees that her EEOC complaints shall be deemed withdrawn upon execution of this agreement. If Olivas does not execute and file appropriate documents to dismiss any and all external complaints, lawsuits, or legal actions she currently maintains against CSU, including any of its departments, employees, agents or governing board members, she agrees that such matters shall be deemed

withdrawn/dismissed, to permit CSU to file such appropriate documentation to dismiss such matters, and to represent to the relevant authorities that she consented to the dismissal of the appeal, complaint, lawsuit or legal action. Olivas agrees to withdraw any other pending charges with any courts or administrative agencies arising out of her employment up to the date of execution of this agreement. She also agrees not to submit a complaint to any administrative agency, including the EEOC, State Personnel Board, or any court of law pertaining to any acts or omissions by CSU, its departments, current or former employees, governing board members, or the State of Colorado that occurred prior to the execution of this Agreement.

4. CLAIMS UNDER 29 U.S.C. SECTIONS 621-634. Olivas understands with respect to any rights or claims that she has or may have arising under the Age Discrimination in Employment Act, 29 U.S.C. 621, *et seq.*, that all of those rights or claims are released by this Release and Settlement Agreement. Olivas further understands that she has had a period of at least 21 days within which to consider this Release and Settlement Agreement and that she has seven (7) days following his execution of this agreement to revoke the agreement to the extent that it waives and releases those rights or claims. Olivas understands that this agreement is not effective or enforceable with respect to the waiver or release of those rights or claims until after the seven (7) day period. If Olivas elects to revoke this agreement with respect to her waiver of rights or claims arising under 29 U.S.C. 621, *et seq.*, within the seven (7) day period, she must advise CSU by delivering a written notice or revocation to the CSU Office of General Counsel. For the revocation to be effective, the notice must be received by the CSU Office of General Counsel no later than 5:00 p.m. on the seventh (7th) calendar day after signing this agreement. Except as provided below, such revocation shall not affect waiver or release of any rights or claims not arising under 29 U.S.C. 621 *et seq.* In the event Olivas revokes her waiver of claim under 29 U.S.C. 621, *et seq.*, CSU shall have the exclusive right to void this agreement, including the transfer provision, within ten days following the revocation of the waiver.

5. OPEN RECORDS ACT AND OTHER RELEASES PROVIDED BY LAW. Olivas understands and agrees that upon a valid request made pursuant to applicable public disclosure laws, including, without limitation, the provisions of Section 24-19-101, *et seq.*, C.R.S. (post employment compensation) and Section 24-72-101, *et seq.*, C.R.S. (Open Records Act), all as presently or subsequently amended, CSU is obligated to provide the requesting person a copy of this Release and Settlement Agreement.

6. CONFIDENTIALITY AND NON-DISPARAGEMENT.

In the event Olivas selects one or more former or current CSU officers or employees to act as a reference for her, Olivas agrees to release and hold harmless CSU, its current and former officers or employees, agents, governing board and its members, and attorneys of the foregoing, in their official and personal capacities from any and all claims that could arise out of the communication of the reference. Ed Bozic and Yvonne Paez agree to be listed as an employment reference for Olivas.

Only those individuals identified in the paragraph above shall be authorized to comment on Olivas' performance. If Chief Dexter Yarbrough and/or assistant Chief Frank Johnson are contacted about a reference for Olivas, they shall refer the person to Ed Bozic and Yvonne Paez.

Olivas agrees to keep the terms and conditions of this agreement confidential. Olivas specifically represents that she will not disparage CSU, its current and former officers or

employees, agents, governing board and its members, and attorneys of the foregoing, or discuss the existence or nature of any disputes, disagreements, conflicts or differences of opinion with CSU, its institutions, officers, employees, or this agreement, with third parties other than her domestic partner, mental health counselor, legal advisors, financial advisors, prospective employers as provided below, or as required by law. For purposes of this agreement, the word "disparage" shall mean and include verbal or written comments or statements by Olivas about CSU police department employees, including Chief Dexter Yarbrough and Assistant Chief Frank Johnson, activities or events with which she and CSU have disagreed or for which she may continue to have a difference of opinion regarding the CSU Police Department and its employees; and the integrity, actions and character of any CSU officer or employee. Olivas reserves the right to file complaints and/or grievances based on the actions, events or activities associated with CSU, its governing board or its employees that occur after the date of execution of this Agreement and as is provided by Colorado State Personnel Rules and Colorado State Law.

Veronica Olivas and CSU agree that Chief Dexter Yarbrough and Assistant Chief Frank Johnson are to refrain from defamatory, derogatory or disparaging statements concerning Olivas. Olivas and CSU agree that comments made by Olivas, Chief Yarbrough or Assistant Chief Johnson pursuant to testimony provided by them in any future legal action, including an administrative matter when such testimony is compelled by a duly issued subpoena, or as otherwise required by law or authorized by Olivas, shall not constitute defamatory, derogatory or disparaging statements and not be actionable under this Agreement. Each agree that defamatory, derogatory or disparaging statements would be a breach of this agreement and that such breach would be actionable for damages in contract.

7. REASSIGNMENT. Olivas agrees to the reassignment described and discussed below.

OBLIGATIONS OF CSU

8. REASSIGNMENT. CSU shall reassign Olivas in her current position from the CSU Police Department to the Department of Housing, and reallocate her position to the classification of "Environmental Protection Intern," effective upon the date of execution of this Agreement, at her current salary and benefits level and such position shall be classified as a State Classified employee. No later than June 30, 2008, after sufficient training, Olivas's position will be reclassified to "Environmental Protection Specialist I." Olivas will not be eligible for an increase to her salary at the time her position is reclassified. She will thereafter be eligible for annual salary increases in accordance with the compensation plan implemented each year by the Department of Personnel and Administration. For the first year from the date of the execution of this agreement, Olivas shall remain in the combined positions referenced above, unless she is convicted of a felony or a misdemeanor involving a physical assault or moral turpitude. If Olivas is convicted of a felony or a misdemeanor as described above, she shall be subject to possible termination of her employment in accordance with the State Personnel Rules. All other aspects of her employment in such positions will also be governed by the State Personnel Rules.

9. REMOVAL OF CORRECTIVE ACTION. CSU agrees to permanently remove the Corrective Action issued by Assistant Chief Johnson on July 12, 2007 from Olivas' personnel file.

10. NO ADMISSION OF LIABILITY. CSU, by entering into this Release and Settlement Agreement, does not admit to any impropriety, wrongdoing or liability of any kind whatsoever, but is entering into this Release and Settlement Agreement in compromise of disputed claims for relief. The parties agree that this Release and Settlement Agreement does not constitute evidence of or an admission of any liability, omission or wrongdoing of any kind by CSU, or any employees, officials, agents or attorneys of CSU. This Release and Settlement Agreement shall not be offered or received into evidence or otherwise filed or lodged in any proceeding against any party except as may be necessary to prove and enforce its terms.

GENERAL PROVISIONS

11. INTEGRATION. The parties understand, acknowledge and agree that this Release and Settlement Agreement constitutes the entire agreement of the parties regarding the subject matter and transactions referred to herein. The parties understand, acknowledge and agree that the terms of this Release and Settlement Agreement are contractual in nature and not mere recitals. As such, the parties understand, acknowledge and agree that this Release and Settlement Agreement is fully integrated and supersedes all previous oral or written agreements of the parties.

12. BINDING EFFECT. This Release and Settlement Agreement shall inure to the benefit of, and be binding upon, the successors, assigns and heirs of the parties.

13. GOVERNING LAW. This Release and Settlement Agreement is entered into in Colorado, and shall be governed by the laws of the State of Colorado.

14. HEADINGS. The headings used in this Release and Settlement Agreement are for the convenience of the parties only. As such, these headings shall not have any legal effect whatsoever or, in any other way alter or modify the meaning or interpretation of this Release and Settlement Agreement.

15. ADDITIONAL ASSURANCES. This Release and Settlement Agreement is intended to be self-operative. Notwithstanding the foregoing, the parties agree that, at the reasonable request of the other party, they shall execute any further documents or instruments reasonably necessary to effectuate the transactions contemplated by this Release and Settlement Agreement.

16. SEVERABILITY. If any provision of this Release and Settlement Agreement is declared unenforceable, with the exception of Olivas' release of any and all claims arising out of her employment as set forth above under "OBLIGATIONS OF OLIVAS", then the remainder of this Release and Settlement Agreement shall continue to be binding upon the parties.

17. COSTS. The parties agree that each party shall bear her or its own costs and attorney fees, if any.

18. EXECUTION IN COUNTERPARTS OR BY FACSIMILE. This Release and Settlement 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 Release and Settlement Agreement.

19. WARRANTIES. The parties expressly warrant that they have carefully and completely read the terms of this Release and Settlement Agreement. The parties expressly warrant that they have had the opportunity to consult with counsel prior to executing this Release and Settlement Agreement, that they fully understand the terms of this Release and Settlement Agreement, and that they enter into this agreement knowingly and voluntarily, and without coercion, duress or undue influence. The parties expressly acknowledge that they believe the terms of this Release and Settlement Agreement are appropriate to reach a full and final settlement of this case. The parties expressly understand and agree that signing of this Release and Settlement Agreement shall be forever binding, and no rescission, modification or release of the parties from the terms of this Release and Settlement Agreement will be made for mistake or any other reasons. The parties represent that they are legally competent to execute this Release and Settlement Agreement and accept full responsibility and assume the risk of any mistake of fact as to any damages, losses, or injuries, whether disclosed or undisclosed, sustained as a result of Olivas' employment, any claim brought or which could have been brought, or any other matter between the parties occurring up to the effective date of this Release and Settlement Agreement. The parties further warrant and acknowledge that no promise or inducement has been offered except as set forth herein and that this Release and Settlement Agreement was executed by them without reliance upon any statement or representation by the persons or parties released or their representatives concerning the nature or extent of any damages or any legal liability therefore. The parties acknowledge that entering into this Release and Settlement Agreement is not an admission by either party of any wrongful or improper actions, but rather reflects the parties' desire to resolve this matter amicably without additional expense or litigation.

20. AMENDMENT. This Release and Settlement Agreement may not be amended except in a writing setting forth such amendment and executed by all parties.

21. ENFORCEABILITY. The parties expressly acknowledge that this Release and Settlement Agreement shall be governed by the laws of the State of Colorado and shall be enforceable in accordance with its terms only in the state courts of Colorado.

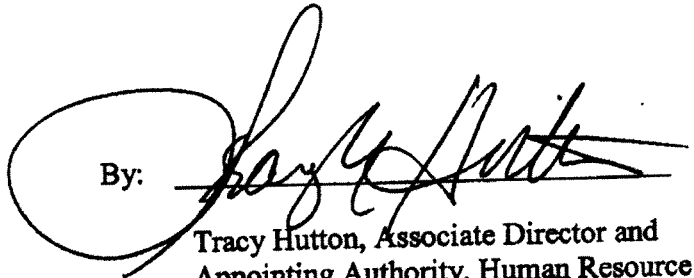
WHEREFORE, the parties agree to and do accept the terms of this Release and Settlement Agreement.

DATE 1-10-08


Veronica J. Olivas

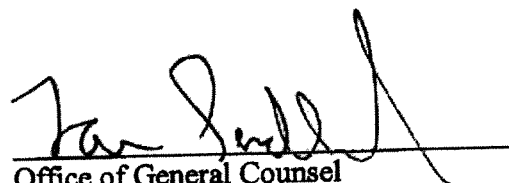
FOR CSU:

Date: 1-24-08

By: 
Tracy Hutton, Associate Director and
Appointing Authority, Human Resource
Services

APPROVED AS TO FORM:

Date: 2/6/08

By: 
Office of General Counsel