

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is hereby made and entered into as of ___, October, 2023 (the "Effective Date") by and between Plaintiffs East Career And Technical Academy Students for Life ("SFLC"), Felipe Avila ("Avila") and Janelle Rivera ("Rivera") (collectively "Plaintiffs"), on the one hand, and Defendants the Clark County School District ("CCSD"), Dr. Jesus Jara ("Dr. Jara"), Trish Taylor ("Taylor"), Vincent Medina ("Medina"), and Karen Stelluto ("Stelluto") (collectively, "Defendants. Individually, a party may be referred to herein as a "Party", and collectively, the parties are referred to as the "Parties").

RECITALS

A. Plaintiffs filed a complaint in the United States District Court of for the District of Nevada (the "Complaint") against the Defendants that has been captioned East Career and Technical Academy Students for Life, et al. v. Clark County School District, et al., No. 2:22-cv-01647-RFB-DJA (the "Civil Action").

B. Plaintiffs allege that Defendants conduct in relation to the treatment of SFLC at East Career Technical Academy (ECTA) violated their rights under the First Amendment to the United States Constitution (the "First Amendment"), under the Nevada Constitution, and under the federal Equal Access Act, 20 U.S.C. 4071, et seq. (the "EAA"). Defendants deny those allegations.

C. The Parties wish to finally resolve all matters between them including, but not limited to, all matters arising out of the conduct described in the Complaint, and all claims brought or which could have been brought in the Civil Action, as a claim, counterclaim or otherwise, as of the date of this Agreement.

D. The Parties have agreed to resolve all claims between them on the terms hereinafter set forth.

NOW THEREFORE, for good and sufficient consideration as set forth in this Agreement, it is agreed by and between the Parties that any and all claims shall be settled and compromised on the following terms and conditions:

AGREEMENT

1. **Incorporation.** The foregoing background recitals are a part of this Agreement and are incorporated herein. Each Party accepts the background recitals as accurate statements of fact.

2. **Revision of ECTA Handbook and Memorandum to Administration.** Defendants agree to revise East Career and Technical Academy ("ECTA")'s handbook policy concerning dissemination of materials by clubs and to disseminate a memorandum to administration. Specifically, Defendants have:

- a. Agreed on proposed revisions to ECTA's handbook regarding clubs' dissemination of materials on campus;
- b. Agreed on a proposed Memorandum detailing CCSD's obligations under the First Amendment and the EAA that will be shared with all school-related administrators within CCSD, including, without limitation, the Office of the Deputy Superintendent, all Region Superintendents, School Associate Superintendents, School Principals, and School Assistant Principals;
- c. Proposed that CCSD disseminate the Memorandum to Administrators at the beginning of the 2023-2024 school year.

3. **Release.** Plaintiffs agree for themselves and their successors in interest to release the Defendants, individually and collectively, from all claims of every kind that they have ever had or now may have against them arising out of and/or related to the Civil Action.

4. **No Release as to Future Conduct.** Nothing in this Agreement shall be construed to operate as a settlement, release, or waiver of any and all claims any Party may have against any other for wrongful conduct occurring subsequent to execution of this Agreement. Any and all remedies available to the Parties in relation to wrongful conduct occurring subsequent to execution of this Agreement shall be separate and apart from any rights provided for under this Agreement.

5. **Settlement.** Defendants agree to pay Plaintiffs, by check to Thomas More Society, \$36,250.00, which amount constitutes the entire amount of compensation to settle the Civil Action, for legal fees and costs incurred. Prior to receiving said compensation, Plaintiffs' counsel shall execute and return the required forms, the CCSD Public Disclosure Form and an IRS Form W-9, to CCSD, including W-9's from David O'Mara, the Thomas More Society, and Felipe Avila.

6. **Counsel.** The Parties hereby acknowledge that they have consulted with attorneys of their own choice concerning the terms and conditions of this Agreement, that they have read and understand this Agreement, that they are fully aware of the contents of this Agreement, and that they enter into this agreement freely and knowingly and with a full understanding of its legal effect.

7. **Adequate Consideration.** Each of the Parties acknowledges and confirms (a) that the covenants and agreements of the Parties expressly stated herein constitute full and adequate consideration for its execution by each Party; (b) that no other promises, covenants or agreements of any kind or nature whatsoever have been made by any Party to any other Party to cause any Party to execute this Agreement, except for those expressly stated herein; and (c) that the consideration stated herein is contractual and not a mere recital.

8. **Resolution.** In full and completed consideration for the Parties' promises and undertakings set forth in this Agreement, following the full and complete execution of this Agreement by both Parties, this matter will be considered fully resolved.

9. **Dismissal.** Within fourteen (14) days of the Parties' fully executing this Agreement, Defendants will provide evidence to Plaintiffs that the Revisions recited in item 2 have been completed, and the settlement in item 5 has been transferred to Plaintiffs' counsel. Within fourteen (14) days of such certification, Plaintiffs shall dismiss and/or seek to dismiss, with prejudice, the Civil Action.

10. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada. Any action brought related to this Agreement shall be brought before a court of competent jurisdiction in the United States District Court for the District of Nevada.

11. **Authorization.** Each individual signing this Agreement represents and warrants that he or she has authority under law to enter into this Agreement.

12. **Ambiguities.** Attorneys for all Parties have participated in the negotiation of this Agreement and, thus, it is understood and agreed that the general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. In the event that any language of this Agreement is found to be ambiguous, each Party shall have an opportunity to present evidence as to the actual intent of the Parties with respect to any such ambiguous language.

13. **Entire Agreement.** This is the entire agreement between the Parties and the Agreement supersedes any previous negotiations, agreements, and understandings with respect to the subject matter contained herein. The Parties acknowledge that they have not relied on any oral or written representations by counsel to induce them to sign this Agreement, other than the terms of this Agreement. No modifications of this Agreement can be made except in writing signed by the Parties.

14. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under existing or future laws effective during the term of this Agreement, such provision shall be fully severed, the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be automatically added as part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

15. **Waiver.** No waiver by any Party of any breach of any term or provision of this Agreement shall be a waiver of any preceding, concurrent, or succeeding breach of this Agreement or of any other term or provision of this Agreement. No waiver shall be binding on the part of, or on behalf of, any other Party entering into this Agreement.


16. **Signatures and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures, which may be delivered by email in PDF format, shall have the same power and effect as original signatures.

17. **Headings.** The headings within this Agreement have been included for the convenience of reference only and shall not affect the meaning or interpretation of the terms herein or the Agreement as a whole.

18. **Successors and Assigns.** This Agreement shall be binding upon, and inures to the benefit of, the Parties' successors and assigns.

19. **Third Party Disclaimer.** This Agreement is for the benefit of the Parties to the Agreement and not for any third parties. The Parties do not intend to confer third-party beneficiary status on any individual or entity.

WHEREFORE, the Parties, by their respective signatures below, acknowledge that they knowingly and voluntarily enter into this Agreement with a full understanding of its terms and an intent to be legally bound by the Agreement and all of its terms.

Janelle Rivera  11/2/2023
_____, on behalf of Date
East Career and Technical Academy Students for Life

 10/26/2023
Felipe Ayala, Individually Date

 11/01/2023
Janelle Rivera, Individually Date

_____, on behalf of the Date
Clark County School District

Dr. Jesus Jara Date
Superintendent of the Clark County School District

Vincent Medina, Individually Date

Karen Stelluto, Individually Date


Trish Taylor, Individually Date

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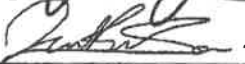
11/2/2023

Date


Felipe Ayala, Individually


10/26/2023

Date


Janelle Rivera, Individually

11/01/2023

Date


JENNIFER HANNIG, COORDINATOR IV, on behalf of the
Clark County School District

12/29/2023

Date

Dr. Jesus Jara
Superintendent of the Clark County School District

Date

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Superintendent of the Clark County School District

1-2-24

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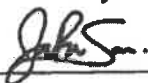
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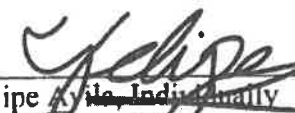

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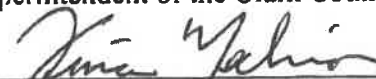
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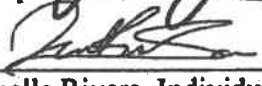
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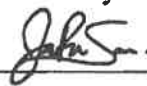
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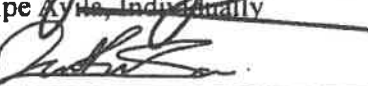
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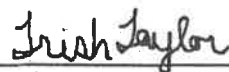
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