

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This **SETTLEMENT AGREEMENT AND GENERAL RELEASE** ("Agreement") is made and entered into by and between [REDACTED] ("Plaintiff") and the **BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT 86** (the "Board" or "District") (collectively, the "Parties").

WITNESSETH

WHEREAS, Plaintiff filed a lawsuit against the Board and certain of the Board's current and former employees, Pat Richards and Patrice Wilson ("Employee Defendants"), in the U.S. District Court for the Northern District of Illinois, Case No. [REDACTED] (the "Lawsuit"), alleging violations of Title VI (42 U.S.C § 2000d), claims of alleged racial discrimination and retaliation pursuant to §1983, excessive corporal punishment, and assault and battery; and

WHEREAS, the Board and the Employee Defendants have denied and continue to deny any fault, wrongdoing, or liability in any way for the allegations, claims, or causes of action brought by Plaintiff; and

WHEREAS, the Parties desire to fully address and resolve any claims, demands, or other related issues contained in or related to the Lawsuit, and to avoid any and all claims or differences that might now or hereafter accrue or arise.

NOW, THEREFORE, for good and valuable consideration of the promises, mutual undertakings, and other considerations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth hereinabove are true and correct and are incorporated in this paragraph by reference.
2. **Dismissal of Lawsuit.** In consideration of the payment set forth in Paragraph 3 of this Agreement, within five (5) days of the Effective Date of this Agreement, Plaintiff shall stipulate to the voluntary dismissal of Employee Defendants with prejudice, to be followed by the voluntary dismissal of the Board and the Lawsuit with prejudice.
3. **Compensation.** In consideration for the General Release of Claims set forth in Paragraph 5 of this Agreement and the dismissal of the Lawsuit with prejudice, the Board agrees to pay to Plaintiff \$15,000.00 (Fifteen-Thousand Dollars and 00/100 Cents). Plaintiff shall be solely responsible for payment of [REDACTED] legal fees, court costs, and any other expenses incurred as a result of or related to the Lawsuit. Payment pursuant to this paragraph shall be made within thirty (30) days after the Effective Date set forth in Paragraph 19 of this Agreement to Dvorak Law Offices, LLC, and [REDACTED]
4. **No Additional Benefits.** No promise has been made by the Board to provide Plaintiff with any other or future consideration except as set forth in this Agreement. Plaintiff shall not be

entitled to any additional benefits other than those specifically set forth in this Agreement. Further, the promises indicated in this Agreement exceed any payment, benefit, or other thing of value that Plaintiff already is entitled to receive from the Board pertaining to the claims settled herein.

5. General Release of Claims. In consideration of the promises contained herein, Plaintiff, and ■ heirs, agents, attorneys, representatives, administrators, executors, family members, successors, and assigns (collectively, "Releasers") hereby release, discharge, and forever free the Board, the District, and any past, present, or future Board members, officers, administrators, employees (including but not limited to the District Employees), volunteers, agents, attorneys, representatives, insurers (including but not limited to Educational Self-Insurance Cooperative, Gallagher Bassett Services, and their respective parent corporations, member entities, subsidiaries, owners, affiliates, shareholders, directors, board members, officers, employees, agents, attorneys, representatives, consultants, and contractors), heirs, successors, and assigns (collectively, "Releasees") from any and all claims, allegations, assertions, debts, dues, demands, liens, obligations, fees (including attorneys' fees), actions, or causes of action, of every kind or nature, at law or in equity, that they may now have or claim to have, or that may hereinafter accrue, whether known or unknown, anticipated or unanticipated, for any act done or omitted to be done from the beginning of time to the Effective Date of this Agreement, including but not limited to any act or omission that was alleged or that could have been alleged in the Lawsuit or that is in any way connected with or related to the alleged facts that are the basis of the released claims.

This release specifically includes, but is not limited to, rights or claims arising under the Illinois or United States Constitutions, and any other federal, state, or local statute, law, common law, ordinance, regulation, or order. This release does not include any claims arising from an alleged breach of the terms of this Agreement. Releasers hereby covenant and agree that they shall never maintain, pursue, institute, or cause to be instituted, assist in the institution of, or participate in any claim or suit or action at law, equity, or otherwise, in any federal or state court, before any federal, state, or local administrative agency, or before any tribunal, public or private, relating to or arising from any claim that has been released hereunder.

6. No Outstanding or Known Future Claims/Causes of Action. Plaintiff affirms that ■ has not filed with any governmental agency or court any type of objection, allegations, claims, complaints, appeals, or requests against the Board or any Releasees and currently knows of no existing act or omission by the Board or by any Releasees that may constitute a claim or liability excluded from the General Release of Claims in Paragraph 5, above.

7. No Admissions. This Agreement shall not in any way be construed or used as an admission of any fault, wrongdoing, or liability of any kind or nature on the part of the Board or the Releasees, the same being denied, and this Agreement shall not serve as evidence or notice of any wrongful, unlawful or unconstitutional act, omission, or conduct by or on the part of the Board or any Releasees in any court or other proceeding of any kind. Releasers acknowledge and agree that the payment under this Agreement is made solely to avoid the uncertainty and expense of litigation.

8. Non-Precedential Effect. The terms of this Agreement are non-precedential, and this Agreement will not be used for any purpose other than to resolve this dispute.

9. Confidentiality. Releasors agree that the terms and conditions of this Agreement shall remain confidential and will not be released to any third party except (1) as is required by law; (2) as may be necessary to adopt or enforce the terms of this Agreement; or (3) as expressly provided for in this Agreement.

Releasors shall keep the facts, terms, and existence of this Agreement strictly confidential and shall not disclose the facts, terms, and existence of this Agreement to anyone except to fulfill any legal obligations or except as is absolutely essential for the consummation of the settlement. Releasors may disclose the facts, terms, and existence of this Agreement to their immediate family, attorneys and accountants or financial advisors only to the extent necessary to satisfy legal obligations. Releasors shall instruct anyone to whom disclosures are made that they may not disclose the information to anyone else and that they are subject to the same restrictions as the Releasors. Releasors agree that neither they nor their attorneys nor representatives shall reveal to anyone, other than as may be mutually agreed to in writing, any of the terms of this Agreement or any of the amounts, numbers, or terms and conditions of any sums payable to Plaintiff hereunder, except as is required to effectuate the settlement.

10. Severability. Should any provision of the Agreement be declared illegal by a court of competent jurisdiction, then said provision shall be deleted from this Agreement to the extent it violates the law, and the remaining provisions in this Agreement shall remain in full force and effect so long as the Parties' intent in entering into this Agreement can still be met.

11. No Assignment. No assignment or transfer of this claim or any part thereof by operation of law or otherwise has been made or will be made at any time in the future.

12. Contractual Capacity. Plaintiff acknowledges that ■ has entered into this Agreement voluntarily and knowingly and with the full and complete authority and contractual capacity to do so. Plaintiff acknowledges that ■ has been provided the opportunity to consult with an attorney prior to executing this Agreement and has had ample opportunity to review its terms. Plaintiff further represents that ■ has entered into this Agreement freely and without compulsion or coercion.

13. Tax Consequences. Plaintiff is solely responsible for calculating and paying ■ own taxes, and the Board makes no representation regarding any present or future federal or state tax consequences resulting from this Agreement or any payments made under it. Plaintiff agrees that, should any taxing authority assess any taxes, penalties, or interest against Plaintiff as a result of any settlement payments under this Agreement, Plaintiff will be solely responsible for the taxes, penalties, or interest, if any, which may be owed to any governmental agency as a result of the settlement payments.

14. Applicable Law and Choice of Forum. This Agreement is made and entered into within and shall be governed by, construed, interpreted, and enforced in accordance with the laws of Illinois.

15. **Additional Documents.** Plaintiff agrees to cooperate fully and sign any and all documents, provide all information, and take all additional actions necessary to effectuate this Agreement.

16. **No Modifications.** No provisions or requirements expressed in this Agreement may be altered, modified, changed, or canceled after the effective date of this Agreement, except upon the express written consent of all Parties.

17. **Entire Agreement.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the Parties. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof.

18. **Execution.** This Agreement may be executed in multiple counterparts, and a set of counterparts bearing the signatures of each Party hereto shall constitute the Agreement as fully as if the Parties had signed a single document. The Parties shall accept facsimile or electronic copies of this Agreement as if original copies.

19. **Effective Date.** This Agreement shall become effective upon the date on which this Agreement is fully executed.

THEREFORE, the Parties have caused this Agreement to be executed on the latest date written below:

[Redacted]
By: [Redacted]

Date: 10/13/2020

BOARD OF EDUCATION OF
HINSdale TOWNSHIP
SCHOOL DISTRICT
By: [Redacted]
Board President

Date: October 15, 2020